

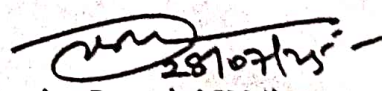
NOTIFICATION
EASTERN RAILWAY, ASANSOL DIVISION

TENDER NOTICE No.C.5/Selection/STBA-01/ASN/25, dated 28.07.2025

- I. Senior Divisional Commercial Manager, Eastern Railway, Asansol Division on behalf of President of India invites tender from the Interested persons for awarding operating contract of 'Station Ticket Booking Agent' (STBA) at one (01) 'NSG-6' category station (shown below) of Asansol Division, Eastern Railway for issuing of unreserved tickets through computerized 'Unreserved Ticketing System' (UTS) from the existing counters under the supervision of Station Master/Deputy Station Master for a period of three (03) years.

Sl. No.	Location	Category
1	Paraj (PAJ)	NSG-6

- II. **Cost of Tender Form (non refundable) & Earnest Money Deposit:**
a) Cost of Tender Form/Documents: Rs.1,120/- Rs. One thousand one hundred twenty only (Rs.1000 + 12% GST) (non-refundable).
b) Earnest Money Deposit (EMD): Rs.2,000/- (Two Thousand) for NSG-6 category stations. EMD must be submitted by the applicant in his/her own name.
The cost of Tender Form/documents (If downloaded from the Website) and Earnest Money Deposit (EMD) to be submitted separately through Demand Draft/Bank Pay Order to be issued from any Nationalized or Scheduled Bank in favour of 'FA & CAO' Eastern Railway, Kolkata and to be deposited along with the application. Application without Earnest Money Deposit and Cost of Tender Form will be summarily rejected.
- III. **Address of the office from where the tender form can be purchased:**
Tender Form/Documents will be available from the office of the Senior Divisional Commercial Manager, Divisional Railway Manager's Office, Eastern Railway, Asansol on production of original Money Receipt issued by the Booking Supervisor/Asansol amounting to Rs.1,120/- Rs. One thousand one hundred twenty only (Rs.1000 + 12% GST) (non-refundable) on and from 04.08.2025 to 03.09.2025 in between 11 hrs. to 16 hrs. except Saturday, Sunday & holidays.
- IV. **Period of contract:** 03 (three) years.
- V. **Date & time for submission of tender and opening of tender:**
Date & time of submission of Tender: 18.08.25 to 03.09.25 during office hrs. & up to 14 hrs. on 04.09.2025 (except Saturday, Sunday & Holidays). If the tender form/documents send by post, the application should reach this office within 04.09.2025 up to 14.00 hrs. Railway Administration will not be responsible for any postal delay.
Date & time of opening of Tender: On 04.09.2025 at 16.00 hrs.
In case the date of opening of tender is declared as holiday/closed day for any unforeseen reason, tender will be opened on next working day at the same time.
- VI. **Website particulars and notice board location where complete details of tender can be seen:** Tender form / documents can be downloaded from the Railway Website- er.indianrailways.gov.in on & from 11 hrs of 04.08.2025 to 23:59 hrs. of 03.09.2025.
For any enquiry, please contact Senior Divisional Commercial Manager's office, DRM's Office, Eastern Railway, Asansol on any working day in between 11.00 Hrs to 17.00 Hrs.


(Ravi Shankar Prasad, ACM-I)
for Divisional Railway Manager (Comml.)
Eastern Railway, Asansol.

TENDER FORM

TENDER NOTICE No.C.5/Selection/STBA-01/ASN/25 dated 28.07.2025

APPLICATION FOR STATION TICKET BOOKING AGENT (STBA)

AT STATION OVER ASANSOL DIVISION.

To,
The President of India acting through,
Sr. Divisional Commercial Manager,
Eastern Railway / Asansol

Affix Self
Attested Passport
size recent
Photograph

1	Name of the applicant (In Block letters)	:	
2	Father's/Husband's name	:	
3	Date of Birth (Attested photocopy of Admit card of Madhyamik or Equivalent of class -X Examination to be enclosed as age proof certificate).	:	
4	Gender (M/F)	:	
5	Contact No.	:	
6	Educational Qualification (Attested photocopy of certificate to be submitted)	:	
7	Residential Address (Attested photocopy of Voter card/Ration card/Driving license/ Aadhar Card/Passport, certificate issued by District Magistrate /Addl. District Magistrate /Sub District Magistrate /Block Development Officer or Tehsildar etc. to be submitted).	:	
8	Name of the local District of the applicant	:	
9	Whether Local Police Clearance enclosed (Yes or No) ** Applicant should have no criminal record and no criminal case is pending against him/her)	:	
10	Whether 'FINANCIAL BID' enclosed (Yes/No)	:	
11	Details of Earnest Money deposited	:	
12	Details of Identity Card (Attested photocopy of Aadhar Card/Voter Card/Pan Card or any other Identity card issued by the Govt. to be submitted).	:	
13	No. of enclosures	:	

Declaration: I do hereby declare that I am not an ex-Railway staff who has been removed or dismissed from service on the grounds of doubtful integrity. It is also to declare that I have not been appointed as STBA at any other station.

Undertaking: I undertake that in the event of any false or inaccurate information given above in any respect, the application / bid shall be liable to be rejected / cancelled. SD & earnest money would be forfeited. I shall abide by all the terms and conditions of Station Ticket Booking Agent Scheme prescribed by the Railway administration from time to time.

Place:

Date:

Signature of the Tenderer

FINANCIAL BID

TENDER FOR AWARDING OPERATING CONTRACT OF STATION TICKET BOOKING AGENT (STBA) FOR THREE YEARS IN NGS-6 CATEGORY STATION UNDER ASANSOL DIVISION

REF: TENDER NOTICE No.C.5/Selection/STBA-01/ASN/25 dated 28.07.2025.

I tender my offer as commission for work of Station Booking Agent (STBA) at the following station according to 'terms & Conditions' of the tender.

Name of the station	Commission for the 3 rd . slab, Sale Turnover above Rs.1,00,000/- (Rupees one lakh).
.....	In figures:%
	In words:percent

- Any over-writing, correction or insertion will not be accepted.
- Applicant quotes sub-zero commission in slab-3 would be summarily rejected.

Date:

Signature of the Tenderer

Name of the Tenderer.....

Full Address:

.....

.....

**EASTERN RAILWAY:: ASANSOL DIVISION
TERMS AND CONDITIONS (INSTRUCTION TO THE TENDERER)
TENDER NOTICE No.C.5/Selection/STBA-01/ASN/25 dated -28.07.2025**

**Sub: Operating Contract for Station Ticket Booking Agent (STBA) at One (01) NSG-6
Category Station over Asansol Division for a period of 03 (three) years.
Ref: Commercial Circular No. 04 of 2022.**

01. Sealed Tender for the aforesaid work is invited by the President of India acting through the Senior Divisional Commercial Manager, Eastern Railway, Asansol from the intending applicants. Tender should be addressed to the Senior Divisional Commercial Manager, Eastern Railway, Asansol and should be dropped in the sealed Tender Box under sealed cover duly super scribed on the top of sealed envelopes marking as 'APPLICATION FOR STATION TICKET BOOKING AGENT AT..... NSG-6 CATEGORY STATION'.
02. The tender documents will be issued from the office of the Senior Divisional Commercial Manager, Eastern Railway, Asansol on any working day from 04.08.2025 to 03.09.2025 in between 11.00 Hrs. to 16.00 Hrs. on production of original Money Receipt amounting to Rs. 1,120/- (Rs.1000 + 12% GST) (Rupees one thousand one hundred twenty) only towards cost of Tender Form/Documents, issued by the Booking Supervisor, Eastern Railway, Asansol. The said amount is non-refundable.
Tender Form/Documents can also be downloaded from the Railway's Website er.indianrailways.gov.in and this Tender Form / Documents will be considered valid only when the Tenderer(s) enclosed a Demand Draft / Bank Pay Order with the tender documents amounting to Rs.1,120/- (Rs.1000 + 12% GST) (Rupees one thousand one hundred twenty) only (non-refundable). The Demand Draft/Bank Pay Order to be drawn from any Nationalized Bank or Scheduled bank in favour of FA & CAO, Eastern Railway, Kolkata, payable at Kolkata.
Duly completed Tender Form/Documents in sealed envelope addressed to the Senior Divisional Commercial Manager, Eastern Railway, Asansol and to be submitted from 18.08.2025 to 03.09.2025 during office hrs. & up to 14 hrs. on 04.09.2025 (except Saturday, Sunday & Holidays).
If the tender form / documents send by post, the application should reach this office within 04.09.2025 up to 14.00 hrs. Railway Administration will not be responsible for any postal delay. The tenderer(s) name and address also to be mentioned on the sealed envelope. After expiry of the schedule time i.e. after 14.00 Hrs of 04.09.2025, no tender form / documents will be accepted.
03. **OPENING OF TENDER:**
Tender will be opened in presence of the tenderer(s) or their authorized representatives, who wish to be present at the time of opening, at 16.00 hrs. on 04.09.2025. In case the date of opening of tender is declared as holiday/ closed day for any unforeseen reason, tender will be opened on the next working day at the same time.

Signature of the Tenderer

Contd...2

04. ELIGIBILITY CRITERIA:

- (a) The applicant should be a resident of the local district in which the station is located where STBA is proposed to be appointed. Relaxation in this condition can however be given by Sr.DCM/DCM, in case no suitable candidate of local district is eligible to be engaged as STBA.
- (b) The tenderer should not be under 18 years of age and should have passed at least Class-X exam.
- (c) The tenderer should produce a certificate from the Police Station serving his / her locality that he/she has no criminal record and no criminal case is pending against him / her.
- (d) STBA and his / her nominated agent should not be Ex Railway staff who has been removed or dismissed from Railway service on the grounds of doubtful integrity.
- (e) As residential proof, tenderer should enclose attested photocopy of Voter ID Card /Ration card/Driving license/Aadhar Card/Passport or certificate issued by District Magistrate/Addl. District Magistrate/Sub District Magistrate/Block Development Officer/Tehsildar etc.
- (f) Not more than one Form shall be accepted from one applicant.
- (g) Any individual can be engaged as STBA at one station only. While furnishing bid/application, applicant shall give a declaration that he/she has not been engaged as STBA at any other station.
- (h) Application without Earnest Money Deposit & Cost of Tender Form will be summarily rejected.

05. EARNEST MONEY DEPOSIT (EMD):

- a) Bidder(s) shall deposit the Earnest Money of Rs.2000/- (Two Thousand Only) for NSG-6 category station through Demand Draft/Bank Pay Order to be drawn from any Nationalized Bank or Scheduled Bank in favour of FA&CAO, Eastern Railway, Kolkata. **EMD must be submitted by the applicant in his/her own name.**
- b) Railway will pay no interest on the Earnest Money Deposit.
- c) Earnest Money will be FORFEITED in case of successful bidder fails to honor his offer, if accepted by the Railways, for the reasons whatsoever.
- d) Earnest Money of the unsuccessful bidder will be returned within 90 (ninety) days from the date of opening of Tender. However, if any bidder(s) withdraw his offer before expiry of the aforesaid period, Earnest Money, deposited by him/her, will be FORFEITED.

06. CONTRACTUAL PERIOD of contract will be for 03 (three) years.

07. AGREEMENT:

- a) Contractor of STBA will have to execute two copies of agreement of contract in Stamp Paper. The expenditure towards the entire cost of Stamp Paper & Dummy Papers and its preparation will have to be borne by the contractor of STBA. All the copies prepared on the Stamp Paper and Dummy Papers should be submitted duly signed by the contractor immediately to the office of Senior Divisional Commercial Manager, Eastern Railway, Asansol for signature of Railway Officers. One copy of jointly signed agreement should be remained with the licensee till the completion of the contract.
- b) Until execution of formal Agreement, the 'Terms and conditions' stipulated in this Tender document shall confirm a binding contract.

Signature of Tenderer

Contd...3

08. SECURITY DEPOSIT:

A refundable security deposit of Rs.10,000/- (Ten Thousand) for NSG-6 category station shall be deposited by the selected STBA in form of Money Receipt or Fixed Deposit to the Railways to be drawn from any Nationalized / Scheduled Bank in favour of FA & CAO, Eastern Railway, Kolkata. However, the security deposit can be enhanced /reduced by the Railway keeping in view the sale of ticket at the station, with concurrence of associate finance. On completion/ termination of the contract, pending dues will be adjusted from the security deposit and balance will be refunded to STBA.

09. SELECTION OF STBA:

The basis of selection of STBA shall be the lowest commission quoted in the slab-3 of more than Rs.1,00,000/- turnover as indicated below.

Out of the applicant(s) fulfilling the eligibility conditions, the candidate(s) who opts for the least commission (on the 3rd Slab) will be selected for appointment. The commission payable shall be as follows:

Slabs	Monthly Sales turn over (in Rs.)	Monthly commission %age payable on sales turnover
Slab-1	1-20,000/-	25 % (subject to minimum of Rs. 2500/-)
Slab-2	20001- 1,00,000/-	15 %
Slab-3	> 1,00,000	(4% in case of NSG-6/NSG-5/SG-3 category station and 2% in case of NSG-4 category stations) or the rate quoted whichever is lower.

The commission will be calculated on monthly basis as is being done for halt agents (Board's letter No. 99/ TG-IV/Halts / Policy dated 08.09.2000) and as per IRCM Vol. II Para 2425 item no. 28. Commission shall be paid from the station Earnings. The commission shall be paid on the amount credited to Railway account. In case of concessional tickets, the commission shall be calculated on the actual fare collected by the Railways.

10. DOCUMENTS TO BE ENCLOSED ALONGWITH THE APPLICATION:

- Documentary proof in support of residential certificate such as attested photocopy of Voter ID Card /Ration card/Driving license/Aadhar Card/Passport or certificate issued by District Magistrate/Addl. District Magistrate/Sub District Magistrate/ Block Development Officer/Tehsildar etc.
- Documentary proof in support of the age of the applicant such as attested photocopy of Birth Certificate issued by authority authorized to issue it, Admit Card of Madhyamik or equivalent Examination.
- Documentary proof in support of the educational qualification of the applicant (Attested photocopy of certificate to be submitted).
- Bidders have to produce a certificate from the Police Station serving his / her locality that he/she has no criminal record and no criminal case is pending against him / her.
- Cost of Tender Form / documents (In case of downloaded from the Railway Web site) Rs. 1120/- (Rupees one thousand one hundred twenty) only through Demand Draft/Bank Pay Order to be issued from any Nationalized or Scheduled Bank in favour of 'FA & CAO' Eastern Railway, Kolkata and attach with the tender documents at the time of submission of tender.

Signature of Tenderer

Contd...P-4

- vi) Earnest Money Deposit of Rs.2,000/- (Two Thousand) for NSG-6 category station is payable only through Demand Draft/Bank Pay Order to be issued from any Nationalized or Scheduled Bank in favour of 'FA & CAO' Eastern Railway, Kolkata.
- vii) Properly filled up 'Financial Bid' should be enclosed with the Application Form. Application without financial bid will not be accepted & summarily rejected.
- viii) Every tenderer should require signing in every page of the 'TERMS & CONDITIONS' as a token of acceptance.

11. OTHER CONDITIONS:

- a) Applicant shall submit the application along with his/her photograph. Only one applicant will be engaged at only one station. In case any station has two location panels where trains halt, separate STBAs may be engaged for each location.
- b) The cost of hardware & software (including maintenance), electricity & hiring of channel will be borne by the Railways. The space for working will also be provided by the Railways free of cost.
- c) STBA, however, if he/she so desires, may nominate additional persons for sale of tickets. Additional number of persons which can be nominated shall be decided by Sr.DCM/DCM based upon the quantum of ticket sale at the station. Provision of the same may be made in the standard agreement, with prior approval of the Railway authorities subject to fulfillment of prescribed conditions mentioned in para 4(a) to 4(d) above.
- d) STBA shall not sublet/assign or transfer the rights or obligations arising out of the agreement. In case of death of agent, his/her legal heir(s) will be allowed to act as the STBA for the unexpired period of the agreement by the competent authority, subject to para 4(a) to 4(d) above.
- e) Security Deposit & Earnest money of those candidates, who obtain the contract on false information / documents, would be forfeited.
- f) The STBA will deposit the cash collected through sale of tickets, to SM/ASM/ Supervisory Booking clerk or Reservation supervisor of the station on duty on 08 hour shift basis as prevalent on that station.
- g) If the ticketing activity stops due to non availability of STBA or due to his/her negligence resulting in non functioning of equipment, penalty equal to the average daily turnover from sale of UTS tickets from that location, subject to a minimum of Rs. 2000/- (Rs. Two thousand) per day shall be imposed. Penalty up to Rs. 500/- may be imposed against established public complaints regarding the functioning of STBA.
- h) Initially, only one STBA will be awarded operating contract for above mentioned NSG-5/NSG-6 category stations. STBA will not sublet/assign or transfer the right or obligations arising out of the contract. However if he/she so desires, he/she may nominate another person, for which provision will be there in the standard agreement, with prior approval of the Railway Authorities.
- i) Both the STBA & the additional persons, if any, nominated by him/her to sell tickets shall be issued a photo identity card by the Division and their name (s) will also be displayed on a notice board at station premises.
- j) Timing of disbursement of unreserved tickets by STBA will be 24 hours a day or as decided by the Railway, keeping in view the local conditions.

Signature of Tenderer

Contd...P-5

- k) STBA shall be allowed to issue tickets on cash basis only. Railways can also authorize payment through POS/Digital modes at such locations keeping in view the local conditions. STBA shall be allowed to sell all type of non concessional unreserved tickets issued through UTS including platform tickets & season tickets from the existing counter. Renewal of season tickets and issue of senior citizen concessional tickets shall also be permitted. All other concessional tickets requiring documentary proof before issue of tickets can also be issued by STBA only when endorsed and permitted by SM/ASM/ Supervisory Booking Clerk or Reservation Supervisor concerned, which shall be done prior to the sale of such concessional tickets.
- l) The facility of Non-issued (NI) will be available to the STBA only when authorized / endorsed by the concerned SM/ASM/Supervisory Booking Clerk or Reservation supervisor of the location.
- m) Cancellation of tickets: The facility of cancellation of tickets may be extended to STBA only when authorized/endorsed by the concerned SM/ASM/Supervisory Booking Clerk or Reservation supervisor beforehand.
- n) The Railway officer in-charge of the station i.e. SM/ASM/Supervisory Booking Clerk or Reservation supervisor shall be responsible for the safe custody of the ticket roll & it shall be his duty to hand/take over the ticket rolls daily from the STBA. Proper record of the ticket roll issued to the STBA shall be maintained at the station.
- o) Shift summary and details of daily summary of transaction handled by STBA shall be extracted through UTS & the STBA shall deposit the cash accordingly to SM/ASM/ Supervisory Booking Clerk or Reservation supervisor at the end of the shift.
- p) A consolidated statement of ticket roll supplied and details of tickets sold by STBA shall be submitted by SM/ASM/Supervisory Booking Clerk or Reservation supervisor or any other nominated officer to Sr. DCM/ DCM every month.
- q) A maximum of one STBA at 'NSG-5/NSG-6' category stations who will be required to disburse tickets throughout the day (24 hrs).
12. Only one number of STBA (Station Ticket Booking Agent) will be awarded operating contract at the above mentioned 'NSG-5/NSG-6' Category station.
13. **TERMINATION OF CONTRACT:**
Each side can terminate the agreement without assigning reasons by giving a notice of 30 days. However in case of fraud / criminal case, Railway shall be at liberty to terminate the contract without giving any prior notice.
14. **DISABLING CLAUSE:**
Engaging an individual as STBA shall not confer any right and/or claim whatsoever on the person to seek employment on Railways. No benefits viz. absorption in Railway service, regularization of service, bonus, Railway Pass facilities etc shall accrue to the STBA or his/her legal heirs. No claim in this regard shall be entrained. STBA shall keep railways free for many liabilities in present or future. Suitable clause to this effect shall be incorporated in the agreement.
15. **ARBITRATION:**
To resolve any dispute or claim of any kind or nature arising under or in connection with this agreement between the parties, standard arbitration clause may be incorporated in the agreement.

Signature of Tenderer

Contd...P-6

**** INSTRUCTION FOR DOWNLOADING OF TENDER FORM/DOCUMENTS FROM THE RAILWAY WEB SITE AND ITS SUBMISSION**

- i. The tender form / documents related to appointment of Station Booking Agent (STBA) can be obtained from the Railway Web site at er.indianrailways.gov.in. The offers can be given on the same subject to the conditions given below which shall be carefully studied by the intending tenderer(s) and offer submitted accordingly.
- ii. The tender form/documents shall be carefully downloaded from the website mentioned above and same shall be printed carefully. The tender form/ documents so downloaded shall be completed in all respect, which shall be the sole responsibility of the tenderer and the railway shall not be liable for any mistakes / loss or corruption of data in downloading or printing. The end of the tender form/documents shall be marked in bold letters as 'END OF TENDER DOCUMENTS' to ensure that the complete tender document has been downloaded. The tenderer must also compare the document as printed with the document as uploaded on the website. The tenderer shall give following declaration separately under his/her signature as quoted below failing which the offer given by him/her shall be summarily rejected.

Declaration:

"I/we have downloaded the tender form / documents from the Railway website and I/we have not tempered/modified the tender documents in any manner. In case the same is found I/we understand that my/our offer shall be summarily rejected and I/we am/are liable to be banned from doing business with the Railway and / or prosecuted as per law."
- iii. A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender documents downloaded from the website and the master copy, the latter shall prevail and shall be binding on the tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of tender inviting authority.
- iv. The tenderer shall print the documents on good quality, white A-4 size paper on any good quality printer preferably laser or desk jet or inkjet type printer.
- v. The cost of tender form/documents as mentioned in the notice inviting tender shall be enclosed with the offer as a separate Demand Draft/Bank Pay Order to be issued from any Nationalized or Scheduled Bank in favour of 'FA & CAO' Eastern Railway, Kolkata or original Money Receipt deposited with Booking Supervisor/Asansol for the requisite amount as cost of tender form / documents. The cost of tender document shall not be clubbed with the Earnest Money Deposit. The tenders submitted without the requisite cost of tender form/documents in appropriate form shall not be considered.
- vi) Earnest Money Deposit as mentioned in the notice inviting tender shall be enclosed with the offer as a separate Demand Draft/Bank Pay Order to be issued from any Nationalized or Scheduled Bank in favour of 'FA & CAO' Eastern Railway, Kolkata in original.

Signature of Tenderer

Contd...P-7

- vii) The tender shall be filled up after careful study of the document and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender document.
- viii) The tenderer(s) downloading the documents from the Railway website must be kept themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website and also published in news papers. The offer received without such corrigenda published shall be liable to be rejected.
- ix) Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether deleted at the time of opening/award of work the same result in penal action including banning of further business with the defaulting tenderer(s). In addition the tenderer(s) are liable to be prosecuted for the same as per law.
- x) The Tenderer shall sign in original on each page of the downloaded tender documents.

SPECIAL CONDITION OF CONTRACT.

- i) The Railway Administration will not be held responsible for death or injury to any operator, labour during execution of the work.
- ii) The percent of commission shall be quoted as per schedule in figures and words. Overwriting and erased rates in both figures and words will be considered as rejected.
- iii) The Tenderer shall keep the offer valid for a minimum period of 90 days from the date of opening of the tender. Within this period the Tenderer cannot withdraw his offer subject to the period being extended further, if required. Any contravention of the above condition will make the Tenderer liable for forfeiture of his Earnest Money for the due performance of the foregoing stipulation.
- iv) If any incorrect or false information are furnished or any adverse records are concealed in submitting the tender, the Railway Administration reserves the right of taking any action in addition to cancellation of the contract/rejection of the tender.
- v) Tenderer may contact Station in-charge of the concern station to inspect nature and place of work.
- vi) Tenderer will act accordingly to all statutory Rules in Eastern Railway in all respect.
- vii) Tenderer will execute the work under supervision of Station in-charge of the respective station as per description and Terms & Conditions in Agreement.
- viii) Tenderer will be held responsible for proper handling of Railway Properties during execution of work. In case any damage caused to Railway Property due to mishandling or loss incurred to the Railways by Tenderer or his/her worker, the damage or loss will be compensated by Tenderer.
- ix) Tender Form must be filled up properly by the Tenderer and witnessed as per provision in the Tender Form and failing which the Tender may be rejected.
- x) Tenderer must abide by or comply with all provisions and Rules of contract Labour (Regulation and abolition) Act 1970 and contract Labour (Regulation and Abolition) Control Rules 1971 and shall be bound by that Act and Rules under all circumstances and successful Tenderer shall execute agreement with the Railway Administration in which the said special condition shall form part thereof.
- xi) The Railway Administration shall not be liable to pay any compensation either monetary or otherwise to the labour/representative of the Licensee in any circumstances.
- xii) Tenderer shall indemnify the Railway from any claim/compensation/cost/penalty arising out of non-compliance/non-payment of compensation/taxes etc. out of the contract.
- xiii) Railway Administration is not bound to accept the lowest of any tender for acceptance of the Special Conditions.

Signature of the Tenderer

Contd.....P-8

**STANDARD AGREEMENT TO BE SIGNED BETWEEN THE RAILWAY ADMINISTRATION AND STATION
TICKET BOOKING AGENT (STBA) FOR YEAR FOR STATION.**

This Agreement is made this.....(day) of between the President of India acting in the premises through the Sr. Divisional Commercial Manager, Asansol Division, Asansol having his office at Asansol shall include successors, agents, executors & assignees (hereIn after referred to as " The Railway Administration") of the one part and Sri/Smt S/o Vill- PO- PS- Dist.-State..... PIN- (herein after called the STBA, referred to as licensee/ contractor doing the job of selling UTS tickets from Railway premises, which expression shall mean and include its executors, agents, assigns, successors in interest and beneficiaries of the other part.) Whereas the Railway Administration has awarded the STBA at served from..... Railway station for the purpose of issuing all UTS tickets except concessional tickets and he/she will do such work of ticket selling job at a rate of percentage of commission i.e. on the sale turn over and above Rupees 1,00,000/- (as quoted by him/her in the tender and accepted by the Railway Administration) and where as STBA has agreed to serve the Railway Administration in the capacity of the STBA for the above purpose and to engage honestly and faithfully to perform all duties incidental to the Booking office of the stationon the terms and conditions herein after appearing in this agreement. The work as STBA to be carried out **(for not more than three years in case of NSG-5/NSG-6) only w.e.f. to**

NOW THIS AGREEMENT WITNESSED AS FOLLOWS.

- i) The STBA shall deemed to be the agent of the Railway Administration and shall be subject to all the legal liabilities of agents as laid down or defined in the law relating to agents in India for issuing of tickets for the booking of passengers.
- ii) The STBA will give a declaration that he/she has not awarded the operating contract of STBA at any other station in the Indian Railway.
- iii) As in the case of normal functioning of UTS, STBA shall have to work round the clock. The procedure of working of STBA and maintain record by him will be governed by the instructions given herein below.
- iv) If the STBA fails and / or neglects at any time to arrange uninterrupted service in the sale of tickets as per working hours prescribed by the Railway Administration, the Railway Administration shall have the right to make own arrangements for selling tickets at the station and all expenses incurred in connection with the above and any other expenditure incurred by the Railway shall be recoverable from the STBA.
- v) The operating contract of STBA will not confer any right on him for employment in Railways. Such operating contract of is purely contractual in nature and no facility viz. absorption in the Railway service, regularization of service, bonus, Railway pass facility etc. shall accrue to the STBA.
- vi) The Railway Administration reserves the right of deduction of Railway dues from the STBA in case any fine or payments made under an order/judgments or any court consumers Forum or law enforcing agency or any person working on their behalf.

Signature of the Tenderer

contd....P-9

vii) The Railway Administration will not be held responsible for death or injury to any operator / labour during execution of work as a STBA.

viii) The STBA will execute the work under supervision of the station in-charge (SM/ASM) of station _____ as per description and Terms & Condition given in this Agreement.

ix) The STBA will be held responsible for proper handling of Railway Properties during execution of work. In case any damage is caused to the Railway property due to manhandling or loss incurred to the Railway by STBA or his worker, the damage or loss will be compensated by him/her.

x) The Railway Administration shall not be liable to pay any compensation either monetary or otherwise to the labour / representative of the STBA in any circumstances.

xi) The STBA shall indemnify the Railway from any claim/ compensation/ cost/penalty/ arising out of non-compliance / non- payment of compensation / taxes etc. out of the contract.

xii) Any modification of norms as issued time to time by the Competent Authority shall automatically be applicable for the working of STBA.

xiii) Payment of commission to STBA for doing operating contract of STBA UTS tickets selling from Railway premises will be governed by the guide lines issued by Railway Board's vide letter no. 2018/TG-I/20/P/STBA dated 22.02.2022.

1. PROCEDURE OF WORKING AND MAINTAINING RECORD.

- a. The cost of Hard ware & software (including maintenance), Electricity & Hiring of channel will be borne by the Railways. The space will also be providing to them by the Railways free of cost.
- b. STBA will not sublet/ assign or transfer the rights or obligation to anyone arising out of the contract. In case of death of the licensee, the license will be transferred to his/her legal heir(s) for the unexpired period of license by the Competent authority subject to fulfillment of the basic criteria for the operating contract of as a STBA. STBA will deposit the cash collected from the sale of ticket to station Manager/Assistant Station Manager/Supervisory Booking Clerk or Reservation Supervisor on duty on 8 hour shift basis as prevalent on that station. STBA shall be allowed to install maximum 03 (three) counters based on the sale of ticket approval of the Sr.DCM.
- c. If selling of ticket stops due to non availability of STBA or due to his/her negligence of STBA resulting in non-functioning of equipment, Penalty equivalent to the daily average turn over from sale of UTS tickets from that particular location, subject to minimum of Rs.2000/- (two Thousand) per day shall be imposed. Penalty up to Rs. 500/- may be imposed against established public complaints regarding the functioning of STBA.
- d. STBA will not sublet / assign or transfer the rights to obligations arising out of the contract. STBA, however, if he/she so desires, may nominate additional persons for sale of tickets with prior approval of the Railway authorities subject to fulfillment of prescribed conditions. Additional number of persons which can be nominated shall be decided Sr.DCM/DCM based upon the quantum of ticket sale at the station.

Signature of the Tenderer

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- e. Both the STBA and the additional person nominated by him/her to sell tickets shall be issued a photo identity card by the Division and their name(s), will also be displayed on a notice board at the concerned station premises.
- f. In case of death of the licensee, the license will be transferred to his/her legal heir(s) for the unexpired period of license by the competent authority subject to fulfilment of the criteria of Railway Authorities for the operating contract of as a STBA.
- g. The disbursement of un-reserved tickets by STBA will be governed by the times as decided by the Railway, keeping in view the local conditions.
- h. STBA or his/her authorized representative will declare private cash in the PCDR (Personal Cash Declaration Register) as well as in the system while working in counter. Declaration of Private Cash and its expenditure beyond Rs.200/- in PCDR is mandatory.
- i. STBA will be authorized to issue cash tickets only. The STBA operator shall be allowed to sell all types of non-concessional unreserved tickets issued through UTS including Platform Tickets & Season Tickets. Renewal of Season tickets shall also be permitted. All other concessional tickets requiring documentary proof before issue of tickets can also be issued by STBA only when endorsed and permitted by SM/ASM/ Supervisory Booking Clerk or Reservation Supervisor concerned, which shall be done prior to the sale of such concessional tickets.
- j. The facility of NI (Not issued) shall be available to the STBA only when authorized/endorsed by concerned Station Manager/ Asst. Station Manager /Supervisory Booking Clerk or Reservation Supervisor.
- k. The facility of Cancellation of tickets may be extended to the STBA only when authorized/endorsed by the concerned Station Master/Assistant Station Master/Supervisory Booking Clerk or Reservation Supervisor beforehand.
- l. Money Receipt, TTE Cash, Parcel Cash etc. can be remitted at the STBA counters only when authorized/endorsed by concerned Station Manager/ Asst. Station Manager /Supervisory Booking Clerk or Reservation Supervisor. However, the revenue so received shall not be accounted for in the monthly turnover of the station, for the purpose of calculating the commission for STBA.
- m. The Railway officers in charge of the Station i.e. SM/ASM/Supervisory Booking Clerk or Reservation Supervisor will be responsible for the safe custody of ticket rolls and it shall be his duty to hand over/take over the ticket rolls daily from the STBA. Proper record of ticket rolls issued to STBA shall be maintained at the station.
- n. Shift-wise, during the working hours of ticket sale, STBA will be responsible for safe custody of ticket rolls handed over to him/her by the Station Authorities (on duty SM/ASM/Supervisory Booking Clerk or Reservation Supervisor). In case of any loss on this account, necessary debit will be raised against him/her as per extant rules.
- p. The STBA will be responsible for all errors oversight and under charges made by his/her representative/labour (engaged by him) during the assigned job of ticket selling.

Signature of the Tenderer

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- q. Shift summary & Daily summary of transaction detail done by STBA shall be extracted through UTS and the STBA should deposit the cash accordingly to the concerned Station Master/Assistant Station Master/Supervisory Booking Clerk or Reservation Supervisor at the end of the shift/day.
 - r. In case STBA expresses inability to operate the counter(s) after his/her selection by railways, the security deposit furnished by him/her shall be forfeited and deposited in Railway accounts as per procedure.
 - s. A consolidated statement of ticket rolls supplied to and details of tickets sold by STBA will be submitted by the Station Manager/Master/Supervisory Booking Clerk or Reservation Supervisor or any other nominated officer to DCM/Sr.DCM every month.
 - t. Proper accountability of UTS ticket stationery shall be ensured.
 - u. Railway authorities at any time within working hours may conduct surprise check to detect the working of STBA and his all records to confirm on proper account of UTS ticket stationery.
 - v. The Officers of Railway Administration will keep a close watch on the working of STBA and irregularity, if any, to be reported to DCM/Sr.DCM for taking immediate corrective action.
 - w. Railway Ticket checking staff of the Division will keep a watch on the tickets issued by STBA and in case of any irregularity, immediate action shall be taken by the Sr.DCM/DCM by informing all concerned.
 - x. The Railway Administration may also arrange for checking through Commercial and Accounts Staff on the working of STBA and the Zonal Railway will have the power to prescribe working guidelines within the frame of work of the Scheme.
2. **SECURITY DEPOSIT:** STBA shall forthwith deposit Rs.10,000/- (Ten Thousand) for NSG-6 category stations as a refundable security deposit (interest free) in the form of Money Receipt or Fixed Deposit in favour of FA & CAO, Eastern Railway, Kolkata, payable at Kolkata. On completion or termination of contract, pending dues, if any, will be adjusted from the security deposit and balance will be refunded to STBA. No interest will be paid on the Security Deposit. Railway Administration reserves the right for deduction of Railway dues from Security deposit amount on the following grounds:-
- a) Any amount paid to Central/State Government or any local Government bodies for any taxes or fines as imposed by them due to the negligent act of the STBA.
 - b) Any amount which Railway Administration become liable to pay to the state or Central Government, Local Municipal Administration or any third party on behalf of any default of the contractor or any of his/her/servant/agent serving as STBA.
 - c) Any payment/fine made under the order/judgment of any court/consumer Forum or Law enforcing agency due to the negligent act of the STBA.
 - d) Once the amount under this clause is debited, the STBA shall reimburse the amount of security deposit to the extent the amount is debited within 15 (fifteen) days, failing which, it will be treated as breach of agreement and the contract will be summarily cancelled.

- e) If the STBA intends to discontinue/terminate the contract either fully or partially in intermediate stage of the contractual period or fails to make payment any other Railway dues, to be paid in advance for any reasons whatsoever, the entire Security Deposit will be forfeited.

3. TERMINATION OF CONTRACT: - Each side can terminate the agreement without assessing reasons by given a notice of 30 days. However in case of fraud/criminal case, Railway shall be at liberty to terminate the contract without giving any prior notice.

4. DISABLING CLAUSE: Engaging an individual as STBA shall not confer any right and/or claim whatsoever on the person to seek employment on Railways. No benefits viz. absorption in Railway services, regularization of service, bonus, railway pass facilities etc. shall accrue to the STBA or his/her legal heirs. No claim in this regard shall be entertained. STBA shall keep Railways free for many liabilities in present or future.

5. ARBITRATION: In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this agreement, the same shall be referred to the General Manager/Eastern Railway. As disputes and differences arising at contract shall be referred to G.M./Eastern Railway for arbitration which proceeding shall be guided by the provision of Arbitration & Conciliation Act. 1996.

In Witness whereof the parties hereunto set and subscribe their respective hands and Seal on the day, month and year respectively against their respective signature.

Signature of the STBA with name

And seal at _____ on this day

Of _____ in presence of

Following witness

Signature of witness :

Signature for and on behalf of the

President of India by

Sri _____ Sr.DCM of the

the Railway at _____ on this day of

Signature of witness :

Signature of the Tenderer.

END OF TENDER DOCUMENTS.