

**TERMS AND CONDITIONS****(A) SCOPE OF WORK:**

1. Sr.Divisional Commercial Manager, Alipurduar Division, P.O. Alipurduar Junction, Dist. Alipurduar, PIN - 736123 for and on behalf of the President of India, invites application in sealed cover for selection as **Station Ticket Booking Agent (STBA)** for issue of unreserved tickets to passengers at following "E" category stations over Alipurduar division for a period of **(03)three years:**

SL	Name of the station & code	SL	Name of the station & Code
1	Chapaguri (CAPG)	10	Salbari(SXX)
2	Maynaguri Road(MYGD)	11	Gumanihat(GUZ)
3	Chourata(CROA)	12	Maradanga(MRDG)
4	Madarihat (MDT)	13	Lataguri(LTG)
5	Kalchini(KCF)	14	Domohani(DOI)
6	Dewanhat (DWT)	15	Jamaldaha Gopalpur(JDGP)
7	Betgara(BYXA)	16	Gulma (GLMA)
8	Altagram (ATM)	17	New Domohani(NQH)
9	Kalaigram(KLGR)		

2. Person appointed as STBA shall function from the existing UTS counter available in SM office of above mentioned "E" class stations.

**(B) ELIGIBILITY CRITERIA:**

- The Applicant should be a resident of the local Block/ Tehsil/Mandal in which the station is located where STBA is proposed to be engaged. Relaxation in this condition can however, be given by Sr. DCM/DCM, in case no suitable candidate of local Block/ Tehsil /Mandal is eligible to be engaged as STBA.
- The applicant should not be under 18 years of age and should have passed at least Class -X exam. However, educational qualification can be relaxed by Sr.DCM/DCM if no qualified applicant is otherwise available. A certificate of relaxation in this regard may be recorded.
- The selected applicant will also 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.
- STBA and his/her nominated agent should not be Ex- Railway staff who has been removing or dismissed from service on the grounds of doubtful integrity.

**(C) PROCEDURE OF APPLY:**

- The Application Form (Enclosed as Annexure - **A & B**) (not transferable) along with terms and conditions can be obtained from the office of the Divisional Railway Manager (Commercial), D.R.M. Building, N.F. Railway/ Alipurduar, P.O. & Dist. Alipurduar (West Bengal) -736123 from 10.00 hrs. to 17.00 hrs on all working days from 18.08.2025 to 08.09.2025 on production of Money Receipt of Rs. 1180/- (Rupees One thousand one hundred eighty only) including GST@18% (Non-refundable) issued by Coaching Supervisor/ Alipurduar Jn., N. F. Railway as cost of the Application form. In case the offer is not accompanied by the valid draft for the said cost of application form and earnest money as mentioned in tender documents, the application will be summarily rejected. Railway Administration will not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever .
- Duly filled Application form along with requisite Earnest Money (EMD) of **Rs. 2000/-** (Two Thousand) only in the form of Demand Draft drawn in favor of PFA / N. F. Railway, Maligaon payable at Maligaon along with relevant documents in a sealed cover (The cover containing

application should be super scribed as 'Application for the appointment of STBA at station and should be addressed to 'Divisional Commercial Manager, Divisional Railway Manager's Office, N. F. Railway, Alipurduar Junction, PIN – 736123) is to be dropped in the application drop box kept at the Chamber of Asstt. Commercial Manager at office of Divisional Railway Manager (Commercial), D.R.M Building, N.F.Railway/ Alipurduar Jn. (West Bengal). Date & Time for submission / dropping of Application: **From 10:00 hrs of 20.08.25 to 15.00 hrs. of 10.09.2025.**

- 3) Application form without requisite Earnest Money, not filled properly/over writing and not supported with requisite documents will be summarily rejected. Application received after the date and time specified above shall not be accepted.
- 4) The sealed application box will be opened at 16.00 hrs. on 10.09.2025 in the office of Divisional Railway Manager(Commercial), DRM Building, N.F.Railway / Alipurduar Division, West Bengal. Applicants or their authorized representative(s) may remain present at the time of opening of Application box.
- 5) If the application box opening day is declared to be a holiday or remain closed due to some unforeseen circumstances, the box will be opened on next working day at the time mentioned above.
- 6) The application form along with the terms and conditions can also be obtaining by downloading from the website **www.nfr.indianrailways.gov.in** or collect from the office of Senior Divisional Commercial Manager, Alipurduar, Northeast Frontier Railway on Production of Money Receipt of Rs. 1180/- (Rupees One thousand One hundred eighty) only including GST @18 % as cost of each application form (not refundable) during the above mentioned period. In case of application form obtained from website, the applicant should deposit / submit Demand Draft of Rs. 1180/- (Rupees One thousand One hundred eighty) only including GST @18 % (Non-refundable) as cost of application form along with duly filled application form drawn in favor of PFA/N. F. Railway, Maligaon payable at Maligaon.
- 7) In case the offer is not accompanied by the valid draft for the cost of application form and earnest money as mentioned in tender documents, the application will be summarily rejected. Railway Administration will not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever.
- 8) The applicant for STBA should not be Ex-Railway staff who has been removed or dismissed from service on the grounds of doubt integrity more over such person shall not be nominated by STBA as agents in terms of Para –E/3 mentioned above .
- 9) This appointment would be on purely contract and commission basis subject to the principal terms and conditions prevailing in this regard. No any claim of regularization of service/ govt. service will be entertained.

**(D) MODE OF SELECTION AND COMMISSION PAYABLE:**

Applications received through open application will be scrutinized and eligible candidates will be shortlisted for appointment. Among the eligible, the **candidate who quotes the least commission() in the 4% commission slab on monthly sales turnover will be selected as STBA.**

Slabs	Monthly sales turnover (in Rs.)	Monthly Commission %age payable on sales turnover
Slab-1	1-20,000	25% (Subject to minimum of Rs.2,500/-)
Slab-2	20,001-1,00,000	15%
Slab-3	>1,00,000	(4% in case of NSG-6/ NSG-5/SG-3 category stations and 2% in case of NSG-4 category stations) or the rate quoted whichever is lower.



- (a) Where more than one applicant quotes the same rate, the selection will be done through draw of lots.
- (b) Calculation of commission will be done on monthly basis. Commission shall be paid on the amount credited to Railway's account through sale of UTS tickets and in case of concessional tickets it shall be on actual fare collected.
- (c) Work order will be issued to the successful applicants in all report subject to movement of terms at the time of issued of work order.

**(E) OPERATING PROCEDURE OF STBA:**

1. The cost of hardware and condition (including maintenance), electricity and hiring of channel will be borne by the Railway. The space will also be provided by the railways free of cost.
2. STBA shall not sublet/assign or transfer the rights or obligations arising out 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.
3. STBA, however, if he so desires, may nominate one person per counter for sale of tickets, with prior approval of the Railway authorities subject to fulfillment of prescribed conditions mentioned at Para-B/(i), (ii) &(iii).
4. Both the STBAs and the additional persons, if any, nominated by them to sell tickets shall be issued photo identity cards by the concerned Sr. DCM/DCM and their name(s) shall also be displayed on a notice Board at the station premises.
5. The STBA shall deposit the cash collected through sale of tickets, to the concerned station Master/Assistant station Master of the station on duty on 8 hourly shift basis as prevalent on that station.
6. All concession orders should be handed over to the SM/ASM along with cash and cancelled/NI tickets. Failure of the STBA to do so shall result in the collection difference of fare to be recovered from the STBA.
7. The disbursement of unreserved tickets by STBA shall be governed by the timings as decided by the concerned Railway, keeping in view the local conditions.
8. The STBA operator shall be allowed to sell all types of non- concessional unreserved tickets issued through UTS including platform tickets and season tickets, on cash basis only. Renewal of season tickets and issue of senior citizen concessional tickets shall documentary proof before issue of ticket, can also be issued by STBA only when enclosed and endorsed and permitted by the ASM concerned, which shall be done prior to the sale of such concessional tickets.
9. The facility of NI (Non- issued) tickets will be available to the STBA only when authorized/endorsed by the concerned SM/ASM.
10. Cancellation of ticket: The facility of cancellation of ticket may be extended to STBA only when authorized/ endorsed by concerned SM/ASM beforehand.
11. The Railway officer in charge of the station i.e. SM/ASM shall be responsible for the safe custody of the ticket rolls and it shall be his duty to hand to handover/ takeover the ticket rolls daily from the STBA shall be maintained at the stations.
12. Shift summary and details of daily summary of transaction handled by STBA shall be extracted through UTS and the STBA shall deposit the cash accordingly to the Station Master/ASM at the end of the shift.



13. A consolidated statement of ticket rolls supplied and details of tickets sold by STBA shall be submitted by Station Master/ Manager or any other nominated officer to DCM/Sr. DCM every month.
14. Zonal Railways shall have powers to prescribe working guidelines within the framework of this scheme. The Railways shall also frame an agreement to be signed with STBA based on these policy guidelines and as per provisions of Chapter- X of Indian Contract Act, 1872 and in consultation with the concerned Departments on the Railways.
15. In case STBA expresses inability to operate the counter(s) after his/her selection by Zonal Railways, The bank guarantee as well as security deposit furnished by him shall be forfeited and deposited in Railway accounts as per procedure.
16. Money receipts, TTE cash, Parcel cash etc can be remitted at the STBA counters only when authorized/ endorsed by concerned SM/ASM supervisory booking clerk or reservation supervisor beforehand. 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.

#### **(F) Checks on sale of Tickets by STBA:**

Apart from all the prescribed checks for sale of tickets from UTS, the following shall be ensured:

1. Suitable mechanism may be put in place to guard possibility of any fraud in issuance and account of UTS tickets.
2. Proper account of UTS ticket stationery may be ensured and periodical checks may be conducted by Commercial and Accounts staff on the working of the STBA to avoid any irregularity. All accounting procedures including remittance of cash by the STBA on the same day should be strictly adhered to as per extant codal provisions and instructions issued from time to time.
3. The concurrent and regular checks of TIA of this activity as per para 3311 of accounts code II may be done and the outcome may be properly analyzed especially in case of NSG-4 and SG-3 stations during the pilot project.
4. A close watch should be kept on the working of STBA and irregularity any, must be reported to DCM/Sr. DCM for taking immediate corrective action.
5. Tickets checking staff of the Division should keep a watch on the issued. In case of any irregularity, immediate action shall be taken by the Sr. DCM/DCM by informing all concerned.

#### **(G) OTHER IMPORTANT CONDITIONS:**

- A. A refundable interest free security deposit of **Rs. 10,000/- for NSG-6** stations (irrespective of the number of shifts for which STBA is being engaged ) shall be deposited by the selected STBA in form of **MR (Money Receipt) or FDR (Fixed deposit)**. 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 agreement, pending dues if any shall be adjusted from the security deposit and balance refunded to STBA.

**Note: In case STBA express inability to operate the contract(s) after his/her selection by Zonal Railways, the FDR(Fixed Deposit Receipt) or MR(Money Receipt) furnished by him/her shall be forfeited and deposited in Railway accounts as per procedure.**

- B. The STBA will issue tickets at the station round the clock. He /She shall hand over the cash collected to SM / ASM on duty at the end of each shift viz., at 06.00 hours, 14.00 hrs and at 22.00 hrs. The number of shifts and the timing for which STBA is to be engaged shall be decided by Zonal railway by Zonal railways keeping in view the local conditions.





- C. STBA should not sublet / assign or transfer the rights or obligations arising out of the agreement. However, STBA may nominate one person per counter for issuing tickets with prior approval of Railway authorities subject to fulfillment of prescribed conditions as per Para-B .
- D. The applicant for STBA should not be Ex-Railway staff who has been removed or dismissed from service on the grounds of doubt integrity more over such person shall not be nominated by STBA as agents in terms of Para -E/3 mentioned above .
- E. In case STBA expresses inability to operate the counter(s) after his/her selection, the Bank guarantee as well as Security Deposit furnished by him/her shall be forfeited.
- F. Both STBA and the additional person, if any, nominated by him will be issued with Identity card by Sr.DCM and their names will be displayed on a notice board at the Station premises.
- G. Proper accountal of UTS ticket stationery shall be ensured by STBA at station, which will be verified by the Commercial and Accounts department on periodical checks.
- H. The facility of NI(Non- issued) ticket will be available to the STBA only when authorized/ endorsed by the concerned SM/ASM / Supervisor booking clerk or reservation supervisor.
- I. The facility of cancellation of ticket may be extended to STBA only when authorized/ endorsed by concerned station Master/ assistant station master/ supervisor beforehand.
- J. If ticket issuing activity stops due to non-availability or negligence of STBA resulting in non functioning of equipment's, a penalty equal to average daily turnover from sale of UTS tickets at that particular station, subject to a minimum of Rs.2,500/- per day will be imposed.
- K. The period of contract will be for 03 (three years) only. Selected STBA is required to execute an agreement with the Railways.
- L. STBA should maintain and update requisite registers/statements pertaining to issue of tickets through UTS, which will be mentioned at the time of agreement.
- M. Application documents received after the date and time specified above shall not be accepted. In case the date of dropping and opening application falls holiday/ closed day for unforeseen reason, the application box will be kept/ opened on the next working day as per same timing and place as above.

***No Applications will be entertained after the closing date and time.***

The Railway Administration reserves the right to reject any or all the applications without assigning any reason whatsoever and no applicants shall demand and explanation to the cause of rejecting his/ her application

**(H)PERIOD OF ENGAGEMENT:**

Initially an STBA shall be engaged for a period of 3 years. An agreement shall be executed by the STBA with Sr. DCM or DCM. Fresh tender shall be floated well before the expiry of three years. In case of delay in finalization of tender, existing agreement may be extended for 6 months or till finalization of new agreement as per this scheme, which is earlier. However, such extension shall not exceed three years.

**(I) PENALTY CLAUSE:**

If the ticketing activity stops due to the 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 the UTS tickets from that location, subject to a minimum of Rs. 2000/- per day shall be imposed.



Penalty upto Rs. 500/- may be imposed against established public complaints regarding this functioning of STBA.

**(H) DISABLING CLAUSE:**

Engagement as STBA shall not confer any right and/or claim whatsoever on the person to seek employment in 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 entertained by the Railways. The STBA shall keep railways free from any liabilities in present or future.

**(I) TERMINATION OF CONTRACT:**

Each side can terminate contract without assigning reasons by giving a notice of 30 days. However, in case of serious irregularities committed by the STBA, the Railway reserves its right to terminate the contract immediately.

**(J) Jurisdiction of Court:**

The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. The STBA shall be responsible to indemnify the Railway Administration in case of any damages claimed for any injury or whatsoever sustained by any third party or Railway personnel of any act of omission by the contractor or his agents or found vicariously liable to compensate by any authority or Court of Law. The amount as falling due on such claims or as per agreement clause maybe lawful recoverable from his security deposit. The STBA shall not interfere with the communication or any other installations of the Railway Administration without prior written consent of the Railway Administration. The STBA shall be responsible to indemnify the Railway Administration for any claim by a person for the provisions of various acts enacted by the Central/ State Governments. Such as payment of wages at, workmen's Compensation Act. Hours of employment regulation Act, employment of children acts etc., and at no point of time should the Railways be drawn into litigation on these courts.

**(K) ARBITRATION:**

- a) In the event of any question, dispute, difference arising under these conditions or in connection with this contract (except as to any matters the decision or which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Gazetted Railway Officer, N.F. Railway to be appointed by General Manager, N.F. Railway, the Gazetted Railway Officer to be appointed as Arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/her duties as Railway servant has expressed views on all of the matters under dispute or difference. The award of the Arbitration shall be final and binding on the parties to this contract.
- b) In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- c) It is further a term of this contract that no person unless appointed by the authority as aforesaid should act as Arbitrator.
- d) The cost of Arbitration shall be borne by the respective parties. The cost of arbitrator shall inter alia include fee of the Arbitrator, as per the rates fixed by the Railway Administration from time to time.
- e) Where the award is for payment of money no interest shall be payable on whole any part of the money for any period till the date on which the award is made.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

- h) In this section the authority to appoint the Arbitration includes, if there be no such authority the officer who is for the time being discharges the functions of that authority whether in addition to other factions or otherwise

**(K) FORCE MAJURE**

It may any time during the continuance of the contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, serious loss of damage by fire explosions, epidemics, strikes, lockouts or act of god (hereinafter referred to 'event') provided, notice of the happening of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Sr. Divisional Commercial Manager, N.F.Railway, Alipurduar Division as to whether the performance has be so resumed or not shall be final and conclusive, Provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of such event for a period exceeding 07 days, either party may at its option terminate contract by given notice to the other party.

However, in such case of force majeure, if the sales turnover of STBA at station in any month becomes "ZERO", then STBA would not be entitled to get even minimum commission of **RS. 2,500/-** or any commission of that month,

\*\*\*\*\*

