

**SOUTH WESTERN
RAILWAY
MYSURU DIVISION**

APPLICATION FORM

**FOR ENGAGEMENT OF STBA (STATION
TICKET BOOKING AGENTS) ON
COMMISSION BASIS AT 'NSG 6' CATEGORY
STATIONS OVER MYSURU DIVISION FOR A
PERIOD OF THREE YEARS**

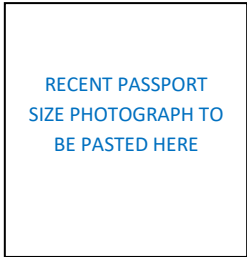
COST OF APPLICATION FORM Rs. 118/-

**SOUTH WESTERN RAILWAY
MYSURU DIVISION**

NOTICE No. MYS/COMML/17/2024 DATED 08-05-2024

**APPLICATION FORM FOR ENGAGEMENT OF STBA
OVER MYSURU DIVISION**

From,
Name (in Block letters).....
Full address.....
.....
.....
.....
Phones –: Mobile:



To,

The President of India,
Acting through Senior Divisional Commercial Manager,
South Western Railway,
Mysuru Division, Mysuru.

Sir,

Sub: Application for engagement of STBA on commission basis over Mysuru Division
for a period of three years.

Name of Station applied for engagement as STBA
Rate of commission in percentage above Rs.1,00,000/-turnover
(In figures) **(In words)**

Engagement of Station Ticket Booking Agents (STBA) on commission basis at ‘NSG 6’ category stations in various stations over Mysuru Division for issue of unreserved tickets through computerized Unreserved Ticketing System (UTS). The list of stations is furnished in the following pages.

A maximum of one STBA at ‘NSG 6’ category stations who will be required to disburse unreserved tickets throughout the day (24 hrs) and **engagement of STBA at Sakleshpur only for night shift.**

(Signature of the applicant)

Period of Contract

STBA shall function from the existing counter at station. Initial period of contract will be for three years. On selection an agreement will have to be executed by STBA with the Railway.

Commission payable

Out of the applicants fulfilling the eligibility conditions, the candidate who opts for the least commission on the turnover of above Rs. One lakh slab will be selected for appointment. Calculation of commission will be done on monthly basis. In case more than one applicant quotes the same rate, the selection will be based on the draw of lots in a transparent manner in public. No applicant should quote **negative percentage**.

IN CASE AN APPLICANT QUOTES SUB-ZERO COMMISSION IN SLAB-3, HIS APPLICATION WOULD BE SUMMARILY REJECTED AS PER RAILWAY BOARD LETTER NO.2023/TG-I/20/STBA COMMISSION DATED: 18-08-2023.

The basis of selection of STBA shall be the lowest commission quoted in the slab 3 of more than Rs.1,00,000/- turnover. The commission will be paid on net sale and in the case of concessional tickets it shall be on the actual fare collected by the Railway. The percentage of commission should be written in figures and words. If there is any discrepancy in the rate quoted, the rate written in words will be taken as correct.

Slabs	Sales turnover in Rs.	Rate at which commission payable on Sales Turnover
Slab 1	1 - 20,000	25% (minimum Rs.2,500/-)
Slab 2	20,001 – 1,00,000	15%
Slab 3	> 1,00,000	4% or the rate quoted whichever is lower

The commission will be calculated on monthly basis as is being done for Halt agents and as per IRCM Vol.II para 2425 item No.28. Commission to STBAs shall be paid from the Station Earnings. The commission shall be paid on the amount credited to Railway's account. In case of concessional tickets, the commission shall be calculated on the actual fare collected by the railways.

(Signature of the applicant)

Qualification

- (a) The applicant should be a resident of the local District in which the NSG 6 category stations 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 District is eligible to be engaged as STBA.
- (b) The applicant should not be under 18 years of age and should have passed at least Class-X exam.
- (c) The selected applicant will also have to produce a certificate from the police station serving his/her locality that he/she has not criminal record and no criminal case is pending against him/her.
- (d) STBA and his/her nominated agent should not be ex-Railway staff that has been removed or dismissed from service on the grounds of doubtful integrity.

Documents to be submitted

The selected applicant will 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. One applicant can be engaged as STBA at only one station. While furnishing bid/application, applicant should give a declaration that he/she has not been appointed at any other station. False declaration will entail rejection of the application summarily and action taken against such person/s in accordance with law.

Payment of deposits

The applicant should submit their application along with an earnest money of Rs.2000/- along with a passport size photograph. Selected applicants shall deposit a refundable security deposit of Rs.10,000/- & bank guarantee of Rs. 20,000/- or FDR of any Nationalized Bank drawn in the name of Sr. Divisional Finance Manager, South Western Railway, Mysuru payable at Mysuru. On completion/termination of contract, pending dues will be adjusted from the security deposit and balance will be refunded to STBA. The STBA who has been appointed has to remit the Security Deposit & Bank Guarantee within 14 days from the date of receipt of awarding letter and start disbursing the tickets at the station awarded duly entering in to the agreement.

Procedures

- (1) The cost of hardware and software (including maintenance), electricity and hiring of channel will be borne by the Railways. The space will also be provided by the Railways free of cost.

(Signature of the applicant)

- (2) 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 for 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 above.
- (3) 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 above.
- (4) Both the STBA and the additional person, if any, nominated by him 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 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. Zonal Railways can also authorize payment through POS/Digital modes at such locations keeping in view the local conditions. 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 ticket can also be issued by STBA only when endorsed and permitted by the SM/ASM/Supervisory Booking clerks or Reservation Supervisor concerned, which shall be done prior to the sale of such concessional tickets.
- (6) The facility of 'NI' (Non-issued) ticket will be available to the STBA only when authorized/endorsed by the concerned SM/ASM/Supervisory Booking clerk or Reservation Supervisor.
- (7) Cancellation of ticket: The facility of cancellation of ticket may be extended to STBA only when authorized/endorsed by concerned Station Master/Assistant Station Master/Supervisory Booking clerk or Reservation Supervisor beforehand.
- (8) Money receipts, TTE Cash, Parcel cash etc. Can be remitted at the STBA counters only when authorized/endorsed by concerned Station Master/Assistant Station Master/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.

(Signature of the applicant)

- (9) STBA shall deposit the cash collected through sale of tickets, to the concerned Station Master/Assistant Station Master/Supervisory Booking clerk or Reservation Supervisor of the station on duty on 8 hour shift basis as prevalent on that station.
- (10) All concession orders should be handed over to the SM/ASM/Supervisory Booking clerk or Reservation Supervisor 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 for the STBA.
- (11) 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/- per day shall be imposed. Penalty up to Rs. 500/- may be imposed against established public complaints regarding the functioning of STBA.
- (12) The railway officer in charge of the station i.e. Station Master/Assistant Station Master/Supervisory Booking clerk or Reservation Supervisor shall be responsible for the safe custody of the ticket rolls and it shall be his duty to handover/takeover the ticket rolls daily from the STBA. Proper record of ticket rolls issued to the STBA shall be maintained at the stations.
- (13) 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/Assistant Station Master/Supervisory Booking clerk or Reservation Supervisor at the end of the shift.
- (14) A consolidated statement of ticket rolls supplied and details of tickets sold by STBA shall be submitted by Station Master/Assistant Station Master/Supervisory Booking clerk or Reservation Supervisor or any other nominated officer to DCM/Sr. DCM every month.
- (15) Zonal Railway shall have powers to prescribe working guidelines within the framework of this scheme. The Railway 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.
- (16) In case STBA expressed inability to operate the counter(s) after his/her selection by Zonal Railways, the security deposit furnished by him/her shall be forfeited and deposited in Railway accounts as per procedure.

(Signature of the applicant)

The DRM, ADRM, Sr.DCM or any other authorized representative shall have free access to inspect the working of STBA at any time of the day.

Cash as per the summary extracted through UTS shall be deposited to the on duty SM/ASM without any shortage. Any amount found excess in the counter shall also be deposited along with transaction cash and no shortage will be accepted whatsoever be the reason.

The approximate earnings at the stations listed below are only indicative in nature. The actual amount may vary from what is advertised.

Period of engagement:

Initially STBA shall be engaged for a period of 3 years. An agreement shall be executed by STBA with Sr.DCM or DCM. Fresh application 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, whichever is earlier. However, such extension shall not exceed three years.

Termination:

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.

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 entertained. STBA shall keep Railways free from any liabilities in present or future. Suitable clause to this effect shall be incorporated in the Agreement.

Arbitration:

To resolve any dispute or claim of any kind or nature arising under or in connection with this agreement between the parties, the standard arbitration clause may be incorporated in the Agreement.

List of stations where STBA requires to be engaged on sealed application basis is given below:

Sl.No.	Name of Station	3 Months Average No. of UTS Tickets issued	Monthly Average Earnings in Rs.
1	Naganahalli	3,008	90,385
2	Byadarahalli	4,342	1,16,610
3	Honavalli Road	1,850	1,05,400
4	Nagavangala	304	24,215
5	Tolahunse	1,084	73,745

6	Sakleshpur (only during night time)	6,164	9,86,135
7	Molakalmuru	2,578	2,91,675
8	Belagula	8,185	4,01,925

1. I have read the General Conditions /Terms and Conditions of the proposed contract and I shall abide by the said rules and conditions in the event of my application being accepted.
2. I tender to the President, Union of India owning South Western Railway through Senior Divisional Commercial Manager, South Western Railway, Mysuru Division for engagement as STBA.
3. Subject to the terms and conditions given in the General Conditions of Contract, I submit my application to the President, Union of India, owning South Western Railway through the Senior Divisional Commercial Manager, South Western Railway, Mysuru Division, Irwin Road, Mysuru – 570 001.
4. I agree that I will not withdraw the offer before the Railway Administration accepts or rejects the same or before ninety (90) days from the date of opening of the tender, whichever is earlier. In the event of my withdrawing the offer the Earnest Money Deposit shall be liable to be forfeited by the Railway Administration.
5. I shall not reassign, sublet or transfer the license, whether in full or part thereof.
6. I have carefully noted the terms and conditions of the contract and inspected the place where I have to carry out my responsibility.
7. I take all risk and responsibility for any errors and omissions that may arise from any discrepancy from misunderstanding or misconception of the terms of the contract agreement.
8. I agree that it shall be lawful for the Railway to terminate the contract forthwith without notice or without being liable for any loss or damage whatsoever and to forfeit the entire EMD and security deposit amount in case the declaration is found false or any of the conditions of the agreement is found to be violated by me.
9. I agree to replace or repair the damages that may be caused to the Railway property during the course of execution of the contractual work and inform the Railway of the same.

(Signature of the applicant)

10. The Earnest Money Deposit, Security Deposit and Bank Guarantee shall be forfeited and appropriated by the Railway Administration in case of failure to comply with any of these conditions not as a penalty but as ascertained liquidated damages without prejudice to any right of the Railway Administration to claim damages from me for breach of contract.
11. I have read the work schedule and am well aware of the nature of work to be carried out by me in case the contract is awarded to me.
12. If any one of the statements given above is found to be false and if I am minor, I agree that my tender is liable to be summarily rejected by the Railway Administration who shall be the sole judge and whose decision shall be final.
13. I hereby declare that I have not been appointed as STBA at any other station.
14. In the event of the contract being awarded to me, I accept that the letter of acceptance is binding on me until a formal agreement is executed and I am bound by the conditions of this tender during that period.
15. I agree to abide by the decision of the Railway Administration even in termination of the contract without assigning any reason and hereby undertake to accept it as final and binding.
16. The STBA shall be responsible for any complaint from the passengers with regard to deficiency in sale of tickets. The STBA shall indemnify and keep the Railways safe from any claim or award or compensation that Railway may be asked to pay as a compensation, penalty or award by any court or tribunal due to the non-performance of the contract.
17. I herewith submit the following documents in support of my credentials –
 - i.
 - ii.
 - iii.
 - iv.

(Signature of the applicant)

...10...

18. I herewith enclose the Demand Draft. No
dated.....for Rs.....drawn in favour of **Senior Divisional Finance Manager** made towards cost of application form (**only in case of documents downloaded from the internet**).

19. I herewith enclose the Demand Draft towards of the Earnest Money Deposit (EMD).

Encl: EMD of Rs.**2,000**/- vide Demand Draft drawn in favour of **Senior Divisional Finance Manager** No.....dated.....

Place:

Date:

(Signature of the applicant)

(Signature of the applicant)

INSTRUCTIONS TO APPLICANTS REGARDING APPLICATION FORMS DOWNLOADED FROM INTERNET

1. Application shall be down loaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the applicant at the specified columns in the document. It is advisable that the down loaded document to be printed through laser/inkjet printer only. Submission of Xerox or photocopy of document is not acceptable.
2. This downloaded document (in full) is required to be submitted along with the various documents as per the conditions in a sealed cover duly superscripting with the name of the work, Notice No. and date, submission of form downloaded from the internet etc and the same should be dropped in the box kept in the Office of Sr. Divisional Commercial Manager, S.W. Railway, Mysuru -570 001 before the date and time stipulated in the document.
3. The cost of document as indicated in the tender document will have to be deposited by the applicant in the form of Nationalized Banks' demand draft payable in favour of Sr. Divisional Finance Manager, South Western Railway, Mysuru - 570 001 along with the document. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of application form and Earnest Money Deposit will not be accepted. Application not accompanied by the above demand draft towards the cost of the application document will be summarily rejected.
4. The earnest money deposit required for this as stipulated in the document also to be submitted separately along with the document.
5. Applicants are advised to download the documents well in advance and submit the same before the stipulated time. It is the responsibility of the applicant to check for any corrections or any modifications published subsequently in website and the same shall be taken into account while submitting the application. Applicant shall down load corrigendum (if any), print it out, sign and attach it with the main tender document. Document not accompanied by the published corrigendum/s is/are liable to be rejected. The Railway will not be responsible for any postal delays and delay in downloading of document from the internet.
6. The applicants may please note that the rate should be written in figures and words in the application booklet in black or blue ball point pen only. Each page of the document should be signed by the applicant.
7. Applicants are free to download the document at their own risk and cost, for the purpose of perusal as well as for using the same as the document for submitting the offer, Master copy of the document is available in the Office of Sr. Divisional Commercial Manager, S.W. Railway, Mysuru -570 001. After award of work, an agreement will be drawn, which shall be executed by the successful applicants and this agreement will be prepared based on the above said master copy of

(Signature of the applicant)

Document and not based on the document submitted by the applicant. In case, any discrepancy between the document downloaded from the internet and the master copy, latter shall prevail and will be binding on the applicants. No claim on this account will be entertained.

8. If any change/addition/deletion is made in the Document by the applicant/contractor and the same is detected at any stage even after the award of the contract, the applicant's earnest money deposit will be forfeited and the contract will be terminated at his risk and cost. The applicant is also liable to be banned from doing business with Railways and/or prosecuted.
9. Applicant should number each page of the document continuously including all annexure and also mention total number of pages tender document along with enclosures.
10. Applications containing erasures or alterations without proper attestations or with an omission of such attestation are liable to be rejected.
11. The Earnest Money Deposit or any other advance payment made by the applicant to the Railway carry no interest and the Railway shall not be responsible for any depreciation of the same during the period when Railway retains the same.
12. The Earnest Money Deposit of the unsuccessful applicants will be refunded after the tenders have been disposed off.
13. Application submitted without properly and fully complying with the tender requirements would be rejected.
14. The sealed application is **valid for a period of 90 days** from the date of opening. Railway reserves the right to extend the validity of tenders at its discretion if necessary.
15. The Railway Administration reserves to itself the right to reject all or any of the applications without assigning any reason.
16. No separate communication relating to the engagement must be addressed by the applicant to the officer or any other person in the Railway Administration.
17. If the applicant withdraws his/her/their offer before the Railway accepts or rejects the same before the finalization of the tender or ninety (90) days from the date of opening of tender, whichever is earlier, the Earnest Money Deposit will be forfeited by the Railway as ascertained liquidated damages.
18. The successful applicant shall be required to execute an agreement with the Railways before taking up the contract.
19. The successful applicant shall take up the contractual work within 14 days from the receipt of acceptance letter.

(Signature of the applicant)

The following declaration shall be given by the applicant while submitting the documents:

Declaration

I have downloaded the form from the web site and I have not tampered / modified the application forms in any manner. In case, if the same is found to be tampered / modified I understand that my application will be summarily rejected and full earnest money deposit will be forfeited and I am liable to be banned from doing business with Railways and/or prosecuted.

Signature of Applicant:

Date:

Address

**GENERAL CONDITIONS OF THE CONTRACT FOR ENGAGEMENT AS STBA
OVER MYSURU DIVISION**

1. The General Conditions of Contract (GCC) of South Western Railway as amended from time to time shall be applicable to this contract. In the event of conflict with the specific terms and conditions of the contract, the same shall prevail upon the General Conditions of the Contract. The term defined in clause 1(1)(c) of the GCC shall in the context of the present contract mean the Officer in charge of the Commercial Department of South Western Railway and shall also include Chief Commercial Manger (PB) and Chief Commercial Manager (FM). The terms defined in 1(1)(e) of the GCC shall in the context of the present contract mean Senior Divisional Commercial Manager, South Western Railway and include Divisional Commercial Manager, South Western Railway.
2. The Contractor shall not use the name of the Railway in any manner either for credit arrangement or otherwise and it is agreed that the Railway shall not in any way be responsible for the debts, liabilities or obligations of the Contractor.
3. The Contractor shall be responsible for the diligent performance of the duties and for the conduct and behavior.
4. Without any prejudice to the Railways other rights, the Railway will be entitled to deduct from the commission, any shortage or other amounts payable, charges and expenses incurred or made by the Railway due to any act of omission by the STBA. The Railway shall not be responsible for death, injury or accident to the STBA, which may arise out of and in course of their duty in the Railway premises. The STBA shall be fully responsible for the acts of omissions and shall indemnify and keep harmless the Railway from and against any loss and expenses thereby caused.
5. The STBA shall not indulge in overcharging or undercharging in the sale of tickets or any other fraudulent activities. Any such activity of indulgence or fraud will result in termination of the contract with its consequences.
6. In the event of the contract being terminated because of unsatisfactory performance and breach of any of the terms and conditions, it shall be lawful for the Administration to forfeit the entire Bank guarantee.
7. Any legal disputes will be within the jurisdiction of District Court of Mysore.

Subject to as otherwise provided in this contract, all notices given on behalf of the President of the Union of India and all other actions to have taken on his/her behalf may be given or taken on this behalf by the Senior Divisional Commercial Manager, South Western Railway, Mysuru Division, Mysuru.

(Signature of the applicant)

Any notice served by the Administration shall be deemed to have been served as if it is dispatched to the address of the Contractor given in the agreement by registered post with acknowledgement due.

This contract may be terminated by either party by giving to the other, 10 days notice in writing of its intention to terminate this contract.

FORCE MAJEURE:

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in the discharge of its responsibility, either directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by employees or any similar or dissimilar cause beyond reasonable control of either party.

Signature of Witnesses:

Signature of applicant

1.

2.

Name of the witnesses in block letters.

Address:-

**SOUTH WESTERN RAILWAY
COMMERCIAL BRANCH, MYSURU DIVISION
NOTICE No. MYS/COML/17/2024 DATED 08-05-2024**

Sealed applications are invited by the Sr. Divisional Commercial Manager, South Western Railway, Mysuru for and on behalf of the President of India for the following work up to **15.00** hours on 17-06-2024 to be opened on the same day at 15.30 hours onwards, in the presence of those applicants or their representatives.

Sl. No.	Description of work	EMD Rs.	Period of contract	Cost of application form	Date of opening
01	Engagement of Station Ticket Booking Agent	2,000	03 Years	Rs.118/-	17-06-2024

Applicants can download the document through the website at www.swr.indianrailways.gov.in

Those who are participating in the opening of sealed application with downloaded copy from website shall enclose a separate demand draft towards the cost of tender form and earnest money deposit drawn in favour of Sr. Divisional Finance Manager, South Western Railway, Mysuru.

Date Schedule of Opening of Sealed Application:

Sl. No.	Description of Schedule	Timings & Date
1	Last date for sale of applications forms (Thro' online)	Up to 17:00 Hrs. of 16-06-2024
2	Last date & time for receipt of Completed Sealed Application	Up to 15:00 Hrs. of 17-06-2024
3	Date & time of opening of Sealed Applications	15:30 Hrs. of 17-06-2024

In case, the sealed application opening date is declared as holiday, the same will be opened on the next working day.

**Sr. Divisional Commercial Manager,
South Western Railway,
Mysuru.**