

NORTH EASTERN RAILWAY

AMENDED AGREEMENT

This agreement is made this ----- day of ----- between the President, Union of India through the DRM or Sr. DCM, North Eastern Railway _____ (hereinafter called the Railway Administration which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his successors and assignees) of the one part

AND

Shri----- S/o ----- aged ----- R/o----- (hereinafter referred as STBS which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assignee) of the OTHER PART.

Whereas the Railway Administration has appointed a STBS at _____ Railway Station for the purpose of issuing cash ticket only, the STBS operator shall be allowed to sell all types of non-concessional unreserved tickets issued through UTS including platform tickets and season tickets. Renewal of season ticket shall also be permitted. STBS can, however, issue senior citizen concessional tickets. All other concessional tickets requiring documentary proof before issue of tickets shall be issued by STBS only when endorsed and permitted by the ASM concerned and whereas the STBS has agreed to serve the Railway Administration in the capacity of the STBS for the above purpose and to engage honestly and faithfully to perform all duties incidental to the office of such STBS on the terms and conditions hereinafter appearing in this agreement.

The Scheme is to appoint Station Ticket Booking Sevak (STBS) for one year on commission basis at 'E' category Stations.

Appointment of STBS will not confer any right on the person for employment on Railways. The appointment is purely contractual in nature and no facilities viz. absorption in railways service, bonus, accommodation, medical, Railway Pass facilities, etc. shall accrue to the STBS. The transportation, food medical and other statutory requirement will be the responsibility of the STBS and the Railway will not entertain any claim in this regard. The STBS should be good in communicating with Railway officials and commuters. The STBS should be polite, sincere, hard working and smart to handle any abnormal situations. The STBS should be punctual in attending duties and should report for his/her duties to the on duty Station Manager / Asst. Station Manager.

1. PROCEDURE

- i.** 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 to them by the Railways free of cost.
- ii.** The STBS shall deposit the cash collected through sale of tickets, to Station Master / Assistant Station Master on duty on eight hourly shift basis prevalent on Indian Railways i.e. at 06:00 hours, 14:00 hours & 22:00 hours.
- iii.** Both the STBS and the additional person nominated by him to sell tickets shall be issued a photo identity card by the concerned Division and their name(s) shall also be displayed on a Notice Board at the station premises.
- iv.** The disbursement of unreserved tickets by STBS shall be governed by the timings as decided by the N.E. Railway, keeping in view the local conditions.
- v.** STBS shall be authorized to issue cash tickets only. The STBS operator shall be allowed to sell all types of non-concessional unreserved tickets issued through UTS including platform tickets and season tickets. Renewal of season ticket shall also be permitted. STBS can however issue senior citizen concessional tickets. All other concessional tickets requiring documentary proof before issue of tickets shall be issued by STBS only when endorsed and permitted by the ASM concerned.
- vi.** The facilities of 'NI' (non-issue), cancellation and special cancellation of ticket shall be available to the STBS only when authorized / endorsed by the concerned SM / ASM on case to case basis.
- vii.** 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 will be his daily duty to hand over / take over the ticket roll from the STBS. Proper record of ticket rolls issued to the STBS shall be maintained at station.
- viii.** Shift summary and daily summary of transaction details done by STBS shall be extracted through UTS and the STBS shall deposit the cash accordingly to the Station Master/ASM at the end of the shift / day.
- ix.** A consolidated statement of ticket rolls supplied and details of tickets sold by STBS shall be submitted by Station Master / Manager or any nominated officer to DCM / Sr. DCM every month.
- x.** Zonal Railways shall have powers to prescribe working guidelines within the framework of the scheme.
- xi.** STBS shall not mishandle tool and plant and safety equipment.

2. COMMISSION PAYABLE:

Out of the applicants fulfilling the eligibility conditions, the candidate(s) who opts for the least commission (on the 4% commission slab) shall be selected for appointment.

The commission payable shall be as follows:

S. No.	Annual Sales Turnover in Rs.	Rate at which Commission Payable
1	1 - 15000	15% (minimum of Rs.500/-)
2	15001 – 50000	12%
3	50001 – 100000	9%
4	> 100000	4% Slab – as per accepted rate

3. SECURITY DEPOSIT:

- i. The STBS shall forthwith deposit with The Financial Advisor & Chief Account Officer, N.E. Railway, a sum of Rs **5000/- (Five thousand)** (in the form of FDR of any nationalized bank) refundable interest free security deposit and Rs **20000/- (Twenty thousand)** bank guarantee to the railway for the due fulfillment of each and all the said terms and conditions to be observed by him.
- ii. On completion/termination of the contract pending dues shall be adjusted from the commission and security deposit, and balance refunded to the STBS.
- iii. The security deposit is liable to be adjusted or realized towards payment of any amount due to the Railway Administration by licensee including penalties and where this is done the licensee may at the discretion of the Government be allowed to commence sales only after the licensee has provided further security deposit equal to the entire amount of security required and on giving suitable guarantee for the future. The government shall not be liable to pay interest on the security deposit. The security deposit may however enhanced by the zonal railway if considered necessary keeping in view the sale at the station.

4. BREACH OF THE AGREEMENT AND SERVICE OF NOTICE

- i. In the event of breach of any of the terms and conditions of this agreement at any time by the STBS, his servants or persons acting for the STBS by failing to perform all or any of the services required of him by this agreement within a time deemed reasonable or in a manner satisfactory to the Railway Administration, the Railway Administration may without prejudice to any other right, remedy or relief to which he or she otherwise be entitled under this agreement or any law for the time being in force, revoke and determine this agreement after the expiry of ten days notice in writing to be sent by registered post or delivered to the STBS of their intention of doing so.

- ii. The Railway Administration may also terminate the agreement forthwith by writing under the hand of the Sr. DCM of the Railway Administration if the STBS becomes bankrupt or insolvent or has any execution levied upon him or his goods or property belonging to him. The STBS shall stand forfeited all the money belonging or due to him from Railway Administration.
- iii. Same as otherwise provided in the contract, all notice to be given on behalf of the President, Union of India and all other action to be taken on his behalf may be given or taken on his behalf by the Sr. DCM of the Division of North Eastern Railway or any officer mentioned in this agreement.
- iv. Any notice, letter or other communication, which shall be sent by the Railway Administration by Registered Post addressed to the STBS at his Head Office at ---
----- shall be deemed to have been delivered to the STBS.

5. STBS TO PAY PENALTY FOR BREACH OF AGREEMENT:

- i. If the ticket activity stops due to the non-availability of STBS or negligence of STBS resulting in non-functioning of equipment, a suitable penalty equal to the average daily turnover from sale of the UTS ticket at that particular location, subject to a minimum Rs.500/- per day shall be imposed.
- ii. It should be STBS's performance in respect of booking of passengers to be rendered by him under the agreement is considered unsatisfactory by the Railway administration or there is a failure on the part of the STBS to fulfill all or any of the terms and conditions of the agreement, the railway administration, Sr.DCM or any other officer authorized by railway administration shall have power to impose penalty up to the extent of Rs. 500/- (Rs. Five Hundred Only) in each case, in addition to any other liabilities to which the STBS may be liable under the provisions of the agreement.
- iii. The Railway Administration reserves the right of deduction of the Railway dues from STBS in case, any fine payment made under an order / judgment of any court / consumer forum or law enforcing agency or any person working on their behalf.
- iv. In the event of the STBS's failure to pay penalty so imposed within the time frame fixed by the Railway administration in each case, it shall be lawful for the Railway Administration / Sr.DCM to deduct the amount of such penalty from the Security Deposit or commission of the STBS. STBS shall forthwith deposit the sum equal to the amount recovered in accordance with clause 3(iii) of this agreement, if such amount is recovered from the security deposit.

6. PROCEDURE FOR KEEPING A RECORD OF TICKETS ISSUED BY STBS

- i.** Proper record of ticket rolls issued to the STBS shall be kept by the Station Master/ASM of the station.
- ii.** STBS shall submit the account of sale of ticket to Station Master/ASM on daily basis along with value of tickets sold.
- iii.** Proper accountal of UTS ticket stationery shall be ensured by Station Master.
- iv.** STBS will submit a daily statement to the Station Master/Manager or any other nominated officer indicating the details of tickets sold along with the value. Station Master / Manager or any other nominated officer will maintain proper record of daily sale of tickets by STBS.
- v.** A consolidated statement of ticket rolls supplied to and details of tickets sold by STBS shall be submitted by Station Master / Manager or any other nominated officer to DCM / Sr. DCM every month.
- vi.** A register, showing ticket rolls supplied to STBS, tickets sold by STBS and payment made to STBS shall be maintained by SM/ASM which shall be checked by TIAs and DCIs on regular basis. Payment of commission will be allowed from Station earnings like a halt contractor.

7. SUBLETTING:

- i.** STBS shall not sublet / assign or transfer the rights or obligations arising out of the Contract. In case of death of licensee, the license may be transferred to his / her legal heir(s) for the unexpired period of license by the competent authority and the legal heir(s) shall also be eligible to apply for extension of the licence as per the provision of the policy.
- ii.** STBS shall not sublet / assign or transfer the rights or obligations arising out of the contract. However, if he so desires, he may nominate another person, as provided in the agreement, with prior approval of the Railway authorities.

8. STBS NOT TO COMPETE WITH THE RAILWAY:

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

9. SPECIAL STIPULATION TO BE OBSERVED BY THE STBS IN CARRYING OUT THE BUSINESS OF THE RAILWAY:

- i.** The STBS shall submit his claim for payment on monthly basis to SM/ASM or duly authorised representative of Railway administration who shall examine and arrange his payment in accordance with the terms of agreement within a week's time.
- ii.** The STBS shall be responsible for all errors, oversight and under charges made by him or by the staff engaged by him.
- iii.** The STBS shall not employ any person previously in the employment of the Railway administration without the express sanction of Railway administration.
- iv.** The STBS shall be responsible for all claims under Workman's Compensation Act as well as under the payment of Wages Act. The STBS shall indemnify the Railway Administration with regard to any claim arising out of these Acts.

10. PERIOD OF CONTRACT:

Initial period of contract shall be for one (1) year. An agreement shall be executed by STBS with the Railways.

Any instruction issued by the Railway Board from time to time shall be binding on STBS.

11. COMMENCEMENT OF THE CONTRACT:

The contract period shall commence from 10 days after the date of letter of allotment, subject to the submission of security deposit & bank guarantee and executing the agreement.

12. TERMINATION OF CONTRACT:

Each side can terminate the contract without assigning reasons by giving a notice of 10 days.

13. CHECKS ON SALE OF TICKETS BY STBS:

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

- i.** Suitable mechanism shall be put in place to guard against possibility of any fraud in UTS tickets.
- ii.** Proper accountal of UTS ticket stationery shall be ensured & checked through surprise checks.
- iii.** A close watch shall be kept on the working of STBS and irregularity, if any, to be reported to DCM/Sr.DCM for taking immediate corrective action.
- iv.** Ticket checking staff of the division shall keep watch on the tickets issued. In case of any irregularity, immediate action shall be taken informing all concerned. Railway may also arrange for checks by Commercial and Accounts staff on the working of the STBS.

14. Backup arrangements by Railways:

Back-up arrangements should be there to take care of unforeseen circumstances such as non-turning up of STBS or unprecedented/seasonal rush where tickets are required to be disbursed by Railway staff.

15. ARBITRATION:

In the event of any dispute or difference between the parties as to the construction or operation of this contract, or the respective right and liabilities of the parties on any matter in question, dispute or differences on any account, or if the Railway fails to make decision within 120 days then and in any such case, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matter shall demand in writing that disputes or differences be referred to arbitration to be appointed by General Manager in accordance with the provision under Sec.64 of General Conditions of Contract July,2013.

16. COURT JURISDICTION

The court of the place from where the acceptance of the tender / offer has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

All other relevant terms and conditions will be as per General Conditions of Contract applicable on this Railway.

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

_____	_____
Signed by STBS	Sr. DCM/___/N.E. Rly
Name and address of STBS	Signed for and on behalf of the
_____	President of India by
_____	Sh. _____
Phone No., Mobile No. & e-mail	Sr.DCM/___ of the North Eastern Railway

At _____	At _____
On this day of _____	On this day of _____

In presence of

1. _____
2. _____