



कोंकण रेलवे कॉर्पोरेशन लिमिटेड
(भारत सरकार का उपक्रम)

Konkan Railway Corporation Limited
(A Govt. of India Undertaking)

निविदा दस्तावेज/ Tender Documents

"कोंकण रेलवे के मडगांव

**स्टेशन पर स्टेशन टिकट बुकिंग एजेंट का कार्य करने हेतु ठेके के
लिए आवेदन पत्र"**

for

**"Application for award of contract for engagement of Station Ticket Booking
Agent (STBA) at Madgaon Railway PF 4 Station over Konkan Railway"**

निविदा सूचना क्रमांक / Tender Notice No.: 02/2024-45

निविदा जमा करने की अंतिम तिथि : 12/09/2024 @15:00 बजे तक

Due Date: On or Before: 16:00 Hrs. of 12/09/2024

निविदा खोलने की तिथि : 12/09/2024 kao 16:15 बजे

Tender Opening Date :12/09/2024 Hrs. Of 16:15

निविदा प्रपत्र शुल्क- रू 1180
Tender Form Fee- Rs. 1180/-

अनुक्रमणिका

क्र.सं.	विवरण	पृष्ठ सं.
सेक्शन-I	निविदा आमंत्रण सूचना/ Notice Inviting Tender	4-5
सेक्शन-II	बोलीदाता के लिए निर्देश/ Instructions to Bidder	7-11
सेक्शन-III	चयन प्रक्रिया/ Selection Procedure	13
सेक्शन-IV	नियम एवं शर्तें/ Terms & Conditions	14
सेक्शन-V	सामान्य नियम एवं शर्तें / General Terms and Conditions	15-18
अनुलग्नक-A	मसौदा करार / Draft Agreement	19-25
अनुलग्नक-B	आवेदन प्रपत्र/ Application Form	26-27
अनुलग्नक-C	वित्तीय प्रस्ताव/ Financial Offer	28
अनुलग्नक-D	वचन पत्र/ Undertaking	29

DISCLAIMER

1. Konkan Railway Corporation Ltd (herein after mentioned as “KRCL”) does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this bid document. Therefore each bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by KRCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Railway shall not be liable in any manner.
2. KRCL will have NO liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of KRCL or otherwise arising in any way from the selection process of the License.
3. The issue of this Document does not imply that KRCL is bound to select the Bidder or to appoint the Selected Bidder.- KRCL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. KRCL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. KRCL reserves the right to change / modify / amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all bidders who have bought the tender document.

----(())---

Section-I

kaomkNa rolavao ka^pao-roSana ilaimaToD
KONKAN RAILWAY CORPORATION LIMITED.

inaivada saUcanaa

Notice Inviting Tender

निविदा नोटिस नंबर

निविदा नोटिस संख्या . 02/2024-25

दिनांक : 12/09/2024

कोंकण रेलवे की ओर से रेलवे क्षेत्रीय प्रबंधक. निम्न रेलवे स्थानकों पर कंप्यूटरीकृत अनारक्षित टिकट प्रणाली (STBA) के माध्यम से कमीशन के आधार पर अनारक्षित टिकट जारी करने के लिए लाइसेंस प्राप्त स्वतंत्र ठेकेदार के रूप में स्थानक टिकट बुकिंग एजेंट (STBA) का काम करने के लिए पात्र उम्मीदवारों से "कोंकण रेलवे के स्टेशन पर स्टेशन टिकट बुकिंग एजेंट का काम करने के ठेके के लिए आवेदन पत्र आंबटन की तारीख से तीन साल की अवधि के लिए मोहरबंद आवेदन आमंत्रित करते हैं।

Railway Regional Manager on behalf of Konkan Railway Corporation Limited invites applications from eligible candidates for "**Application for award of contract for engagement of Station Ticket Booking Agent (STBA) at Stations over Konkan Railway**" on commission basis, for issue of unreserved tickets through computerized Unreserved Ticketing System (UTS), for a period of three years from the date of allotment, at following railway stations.

क्र सं Sr. No	स्टेशन श्रेणी Station category	स्टेशन Station	स्थान Location	एस.टी.बी.ए. कार्य समय STBA working hours.	बयाना राशि Earnest Money Deposit
1	एन.एस.जी. - 2	मडगांव प्लेटफार्म नं-6 (आकेम की दिशा में)	स्टेशन	चौबीस घंटे	10000/-

स्टेशन पर यूटीएस -सह- पीआरएस सुविधा चालू होने की स्थिति में शिफ्ट में कटौती की जाएगी और यह ठेकेदार पर बाध्यकारी होगा।

नियम और शर्तों के साथ आवेदन पत्र रुपये के भुगतान पर संबंधित स्टेशन मास्टर के कार्यालय या वरिष्ठ क्षेत्रीय यातायात प्रबंधक , कोंकण रेलवे कॉर्पोरेशन लिमिटेड, _____ के

कार्यालय से प्राप्त किया जा सकता है। 1180/- (18% की दर से 1000 रुपये जीएसटी लागू), कोंकण रेलवे कॉर्पोरेशन लिमिटेड के पक्ष में डिमांड ड्राफ्ट के रूप में, जो _____ में सभी कार्य दिवसों पर 10.00 बजे से 16.00 बजे के बीच देय होगा। 12/09/2024 तक.

Application Form along with the terms & conditions can be obtained from the Office of concerned Station Master OR Office of the Sr. Regional Traffic Manager, Konkan Railway Corporation Ltd., _____ on payment of Rs. 1180/- (Rs. 1000 + GST as applicable @ 18%), in the form of Demand Draft drawn in favour of Konkan Railway Corporation Ltd., payable at _____ on all working days between 10.00 hrs to 16.00 hrs up to **12/09/2024**.

निर्धारित फॉर्म में आवेदन पत्र विधिवत भरकर बयाना राशि जमा के साथ जैसा कि ऊपर बताया गया है, पंजीकृत डाक से भेजा जाना चाहिए या वरिष्ठ क्षेत्रीय यातायात प्रबंधक, कोंकण रेलवे कॉर्पोरेशन लिमिटेड, _____ के कार्यालय में इस उद्देश्य के लिए अलग से दिए गए बॉक्स में डाला जाना चाहिए। एक कवर में जिसे विधिवत सील किया गया हो और उस पर "कोंकण रेलवे के _____ स्टेशन पर स्टेशन टिकट बुकिंग एजेंट (एसटीबीए) की नियुक्ति के लिए अनुबंध देने के लिए आवेदन" लिखा हो, कवर को ऊपर बताए अनुसार संबोधित किया जाना चाहिए और इस कार्यालय में पहुंचना चाहिए। या 16.00 बजे से पहले. **12/09/2024 को**। डाक द्वारा विलंब से आनेवाले निविदा के लिए कोंकण रेलवे कॉर्पोरेशन लिमिटेड जिम्मेदार नहीं हैं।

Application in prescribed form duly filled along with Earnest Money Deposit as indicated above should be sent by Registered Post or drop in a box separately provided for the purpose in the Office of Sr. Regional Traffic Manager, Konkan Railway Corporation Ltd., _____ in a cover duly sealed and super scribed as “ **Application for award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over Konkan Railway**” cover should be addressed as mentioned above and should reach to this office on or before **16.00** hrs. On **12/09/2024**. The Corporation will not be responsible for any postal delay.

Agar inavada p`stUit kI tarIK kao CU+I AatI hO tao Aanaovaalao
Agalao kaya-idvasa pr inavada isvakaya- hO.

If the last date for submission of application declared as a holiday, the application should reach at 16.00 hrs. of next working day.

samaya AnausaUcaI
Time Schedule

1	Sale of application forms	From : 12/08/2024 to 12/09/2024 (Between 10.00 to 16.00 hrs)
2	Last date for submission of completed Application form in sealed Envelop	On 12/09/2024 (Upto 16.00 hrs)
3	Opening of application forms	On 12/09/2024 (at 16.15 hrs)
4	Place for submission and opening of application forms	Office of Sr. Regional Traffic Manager, Konkan Railway Corporation Ltd.,

Regional Railway Manager
Konkan Railway Corporation Ltd., Karwar

1. Application Form along with the terms & conditions can be obtained from the Office of concerned Station Master OR Office of Sr.Regional Traffic Manager, Konkan Railway Corporation Ltd., _____, on payment of Rs. 1180/-.
2. **Eligibility conditions:** Interested persons fulfilling the stipulated conditions may apply in the prescribed format
 - a) **Domicile Certificate:** The applicant should be a resident of the local District in which the station / STBA location is located.
 - b) **Age of applicant :** Applicant should have completed 18 years of age as on the date of application.
 - c) **Educational Qualification:** At least class-X pass (10th pass) or equivalent. However, educational qualification can be relaxed by Chief Commercial Manager if there is no applicant otherwise available for any particular category.
 - d) If the applicant is Land looser whose land has been acquired for Konkan Railway Project i.e. between station Roha to Thokur (Self / Sons / Spouse / unmarried daughters / grandsons / unmarried granddaughters only) in competition with other tenderers coming in tie will be given preference over other applicants.

The applicants falling in Land Loser category should enclose the copies of following documents duly attested by a Gazetted Officer.

- i. Copy of Land acquisition letter issued by Special Land Acquisition Officer, Konkan Railway.
- ii. In case of land acquired by KRCL is jointly held by more than one holder, those joint land holder of such land will be treated as one land loser, subject to certificate from concern authorities showing the name of the land holders & details of land lost. The applicant shall also produce certificate of no objection from other co-owners in case of joint land holding.
- iii. Submission of Certificate issued by Tahsildar indicating percentage of land lost with respect to total land held by the land loser is not mandatory.
- iv. Tenderer shall submit attested photocopy of land extract 7/12 or I&XIV or RTC (as applicable) & Form No.6 not more than six months old from the date of issue of tender notice.
- v. Proof of relationship with the land-loser issued by revenue authorities is required. In case of death of land-loser (whose name figures in SLAO and Tehasildar certificate) legal heir certificate and death certificate should be attached.
- vi. In case any of the member from family/families of the sole/joint

land holder is employed or having any stall/contract over Konkan Railway, in that case that applicant will not get the benefit of preference in allotment in contract. In case the applicant is applying as a landloser, he has to submit undertaking in the format attached as Annexure-B.

- e) Applicant should produce a Certificate from the police station serving his / her locality that no criminal record and no criminal case is pending against him / her.
- g). If the applicant belongs to reserved category he / she should submit relevant certificate issued by State / Central Government.
- h) Applicant shall have to give a declaration that he/she has not been considered & engaged as STBA at any other station.
- l) STBA and his/her nominated agent should not be ex-Railway staff who has been removed or dismissed from service on the grounds of doubtful integrity.

3. Applicant has to submit following documents alongwith application :

- a. Proof of Educational Qualification
- b. Address proof
- c. Ration Card.
- d. Land loser Certificate (In case the applicant is a land loser), along with undertaking on Rs.100/- stamp paper that no benefit was taken as a landloser either in stall/contractor or employment in KRCL.
- e. Declaration that he/she has not been appointed as STBA at any other station.
- f. Domicile Certificate.
- g. Caste certificate (If applicable).
- h. Certificate from police station that no criminal case is pending against him/her.
- i. **Earnest Money Deposit** : The bidder shall pay EMD amount of Rs.10000/-, alongwith application form in the form of Demand Draft drawn in favour of Konkan Railway Corporation Ltd., payable at _____.

4. **Evaluation of offer** : The applicant has to offer / quote the percentage for commission payable on the sales turnover more than Rs.1,00,000/- at Annexure-B. The offer will be evaluated based on the percentage quoted by the applicant OR 2%, whichever is lower.

5. **Commission payable**: Out of the applicants fulfilling the eligibility conditions, the candidate(s) who opts for the least commission will be selected for engaging as licensed independent contractor to work as Station Ticket Booking Agent

(STBA). Where more than one applicant quotes the same commission i.e. below 2% rate depending upon category of stations, then selection will be done through draw of lots and landloser applicant in other tenders coming in tie will be given preference over other. The commission payable will be as follows:

Slabs	Monthly Sales Turnover in bet (Rs)	Commission percentage payable on monthly sales turnover
Slab 1	1-20,000	25% (subject to minimum of Rs.2500/-)
Slab 2	20,0001 to 1,00,000	15.00%
Slab 3	> 1,00,000	2% OR the rate quoted whichever is lower.

The commission will be calculated on monthly sales turnover. The commission should be paid on net sale and in case of concessional tickets it will be on the actual fare collected by the Railways. The commission to STBA will be paid from the station earnings.

6. **Submission of application form** : The application form shall be placed in the envelope and super scribed "Application for award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over Konkan Railway" and dropped in the Tender Box kept at the Office of Regional Railway Manager, Konkan Railway Corporation Ltd.,_____. All supporting documents to be enclosed with tender document should be duly attested by the Gazetted officer. The applications with incomplete information / documents will not be accepted / entertained.
7. KRCL reserves the right to seek additional information / documents for clarification / supplementary nature from the parties to the original technical bid after its opening, if found to be necessary, during the course of evaluation of the offer. Non-submission or delayed submission of such information / documents sought by KRCL as mentioned herein shall be ground for rejecting the offer. The decision of the KRCL in this regard shall be final and binding upon all the parties.

8. **Earnest Money Deposit (EMD)** :

- a) The application without EMD shall not be considered at all and is liable to be rejected.
- b) Without prejudice to any other right of KRCL, the Earnest Money Deposit may be forfeited by KRCL:
 - i) if any Bidder withdraws his bid during the period of bid validity; or
 - ii) In case the successful bidder refuses to sign and execute the Agreement; or start the assign work, after his bid has been accepted through issue of Letter of Acceptance (LOA).
 - iii) if the bidder fails to furnish the Security deposit.
 - iv) EMD amount of unsuccessful bidders shall be refunded and no interest will be paid thereon.

There shall be no erasures and/or overwriting. The bids with erasures and/or overwriting are liable to be rejected.

Late / Delayed bids: Late / delayed bids due to any reason whatsoever shall not be accepted / considered at all under any circumstances.

Opening of applications : The application(s) received shall be opened as per the notified date in the presence of the bidders or their authorized representative. Request for extension of opening date of bids shall not be considered. Bids shall be opened on scheduled date and time even in case of non-presence of any bidder or their authorized representative.

12. Validity of bid

- i) The bid shall remain valid for a period of 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by KRCL as non-responsive.
- ii) The KRCL reserves the right to ask the bidder for extension of period of validity of bid. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid shall not be allowed at later stage after opening of the bid.

13. Security deposit :

- (a) The successful Tenderer shall be required to submit Security Deposit amount (refundable, interest free) of Rs.50000/- in the form of Demand draft.
- (b) KRCL shall have right to adjust the security deposit in part / in full for any loss sustained by the Railway in dues whatsoever arising out of this contract or any other contract between the parties hereto, or due to any breach of the agreement. Security Deposit will be refunded on satisfactory completion of the contract period taking into consideration that all Railway dues are cleared.

Working hours of STBA : The working hours of STBA will be as per NIT.

Period of engagement : STBA shall be engaged for a period of three years. Total period of STBA engagement will be three years.

- 17. **Acceptance / rejection of Bid :** The KRCL reserves the right to accept or reject any bid, to annul the bidding process, reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of KRCL's action, as aforesaid.
- 18. **Award of Contract:**
 - 1. The issue of Letter of Acceptance shall be construed as the intention of the KRCL to enter into contract with the successful bidder.
 - 2. The successful bidder shall within 15 days of issue of Letter of Acceptance, give his written acceptance along with performance security and sign the contract agreement with KRCL and commence the canteen services with immediate effect.
- 19. **Signing of Contract :** The signing of contract agreement shall be construed as award of contract to the successful bidder. Failure of the successful bidder to comply with the signing requirement shall constitute sufficient ground for the annulment of the award and forfeiture of EMD, in which event KRCL may at its discretion award the work to other bidder, or, call for fresh bids.
- 20. **Issue of corrigendum / addendum :** KRCL reserves the right to Re-tender/Modify the tender conditions at any stage, if considered necessary in overall interest of KRCL, by issue of necessary ammendum / corregedum.
- 21. **Premature Termination of Contract :**
The KRCL may terminate the Agreement at any time in the event of breach of any of the terms & conditions of Agreement, or, in the event of prosecution of the contractor, or, any of his/its employee(s), under any other law for the time being in force.

22. **Wrong Information by Tenderer:**

If the Tenderer/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the KRCL reserves the right to reject such tender at any stage.

23. Corporation reserves the right to accept / reject / all application(s) without assigning any reason whatsoever. The Corporation will not be responsible for any postal delay. The applications after completion of required formalities will be processed for scrutiny and on fulfilment of all the conditions. The Reservation criteria will be applicable as per extant rule.

---%%%

Section-III
Selection procedure

1. KRCL has adopted a system of inviting sealed applications in the prescribed format from eligible persons through public notification.
2. Applications submitted in the prescribed format alongwith documents indicated in the Instructions to Bidder, shall be opened as per the date mentioned in the Notice Inviting Tender (NIT).
3. Applicant should apply for only one location and application for more than one location will not be accepted from a single applicant.
4. Amongst the applicants fulfilling the eligibility conditions, the candidate(s) who opts for the least commission (maximum 2%) will be selected for engaging as licensed independent contractor to work as Station Ticket Booking Agent (STBA). Where more than one applicant quotes the same commission i.e. below 2% rate depending upon category of stations, then selection will be done through draw of lots and landloser applicant in other tenders coming in tie will be given preference over other. The commission payable will be as follows:

Slabs	Monthly Sales Turnover in bet (Rs)	Commission percentage payable on monthly sales turnover
Slab 1	1-20,000	25% (subject to minimum of Rs.2500/-)
Slab 2	20,0001 to 1,00,000	15.00%
Slab 3	> 1,00,000	2% OR the rate quoted whichever is lower.

The commission will be calculated on monthly sales turnover. The commission should be paid on net sale and in case of concessional tickets it will be on the actual fare collected by the Railways. The commission to STBA will be paid from the station earnings.

5. In case more than one applicant quoted same rates (tie) i.e. Commission percentage payable on monthly sales turnover at Slab-3 above, then procedure will be followed for selection of STBA as under
 - (i) In such cases preference will be given to land loser applicant over other applicant(s).
 - (ii) In absence of land loser applicant, the selection will be done based on the draw of lots.
6. The selected applicant must ready to work as STBA for issue of tickets from the station premises.
7. In case selected applicant express inability to work as STBA, then EMD amount of the applicant shall be forfeited.

Section-IV Terms and Conditions

1. The selected applicant must ready to work as STBA for issue of tickets from the station premises. In case selected applicant express inability to work as STBA, then EMD amount of the applicant shall be forfeited.
2. Applicant shall have to deposit Security Deposit amount (refundable, interest free) of **Rs.50,000/-** in the form of Demand draft.
3. The cost of hardware and software (including maintenance), electricity and hiring channel will be borne by the Railways. The space will also be provided to STBA by the Railways free of cost. STBA shall function from the existing counter/ suitable location at station.
4. **Commission payable:** Amongst the applicants fulfilling the eligibility conditions, the candidate(s) who opts for the least commission (maximum 2%) will be selected for engaging as licensed independent contractor to work as Station Ticket Booking Agent (STBA). Where more than one applicant quotes the same commission i.e. below 2% rate depending upon category of stations, then selection will be done through draw of lots and landloser applicant in other tenders coming in tie will be given preference over other. The commission payable will be as follows:

Slabs	Monthly Sales Turnover in bet (Rs)	Commission percentage payable on monthly sales turnover
Slab 1	1-20,000	25% (subject to minimum of Rs.2500/-)
Slab 2	20,0001 to 1,00,000	15.00%
Slab 3	> 1,00,000	2% OR the rate quoted whichever is lower.

The commission will be calculated on monthly sales turnover. The commission should be paid on net sale and in case of concessional tickets it will be on the actual fare collected by the Railways. The commission to STBA will be paid from the station earnings.

5. STBA shall not in any case sublet / assign or transfer the rights or obligations arising out of the contract. In case of death of licensee, the licence will be transferred to his/her legal heir(s) if found eligible for the unexpired period of licence by the competent authority and the legal heir(s) will also be eligible to apply for extension of the license as per the provision of the policy.
6. On completion of the term or termination of contract, pending dues will be adjusted from the security deposit and balance amount will be refunded to STBA licensee.

----%%%----

Section-V

General Terms and Conditions

1. It is mandatory for STBA agents to wear white apron with name badge while performing duty at the booking counter.
2. The Railway Officer in charge of the station i.e. the concerned Station Master / Assistant Station Master will be controlling authority for the safe custody of the ticket rolls and STBA shall be responsible & liable to daily hand over / take over the ticket roll from the concerned Station Master / Assistant Station Master. Proper record of ticket roll issued to the STBA shall invariably be maintained by SM / ASM at station.
3. STBA as a licensed independent contractor shall be responsible to issue UTS tickets from the station premises.
4. STBA shall deposit / hand over the cash collected through sale of tickets, Non-issued/Cancelled tickets to On Duty Station Master / Assistant Station Master immediately after completion of shift. In turn, on duty SM will ensure the amount, Number of Non-issued/Cancelled tickets as per DTC tickets are properly kept in register by the STBA. SM invariably should check the register of "Non-issue tickets" on daily basis and make endorsement on the same with clear signature before acknowledging the cash.
5. STBA is authorized to issue cash ticket(s) only.
6. The facility of 'NI' (Not Issued tickets) will be permitted to the STBA only when authorized / endorsed by the concerned Station Master / Assistant Station Master. This aspect should be strictly followed at each STBA location.
7. The STBA operator will be allowed to sell all types of non-concessional unreserved tickets issued through UTS module including platform tickets, Senior Citizen concessional tickets, season tickets & renewal of season tickets.
8. All other concessional tickets requiring documentary proof before issue of tickets can be issued by STBA only when endorsed and permitted by the concerned Station Master / Assistant Station Master.
9. **Cancellation of ticket:** The facility of cancellation of ticket may be extended to STBA only when authorized / endorsed by the concerned Station Master / Assistant Station Master. This aspect should be strictly followed at each STBA location.
10. The STBA and the additional person (only on prior approval of competent railway authority) assisting him to sell tickets shall be issued a photo identity card by the concerned Regional Officer and their name(s) will also be displayed on a Notice Board at the station premises.
11. A consolidated statement of ticket rolls supplied and details of tickets sold by STBA shall be submitted to Station Master / Manager or any other nominated official to Regional Traffic Officer every month.

- 12.** Regular and surprise inspection will be done by any Railway official authorized in order to ensure proper account of current tickets in STBA locations.
- 13.** STBA shall not at any time during the license period mis-utilize the ticketing system for any fraudulent purpose. In such cases STBA shall be held solely liable and the license shall be terminated forthwith and forfeiture of Security Deposit paid by the applicant.
- 14.** The STBA shall deposit the cash collected through sale of tickets, to Station Master/ Assistant Station Master on duty on 08 hourly shift basis daily as per the timings given.
- 15.** In case ticket activity stops due to non availability of STBA or negligence of STBA resulting in non-functioning of equipment, a suitable penalty equal to the average daily turnover from sale of UTS tickets at that particular location, subject to a minimum of Rs. 2000/- per day shall be imposed on STBA.
- 16.** Penalty upto Rs.500/- will be imposed against established public complaints regarding the functioning of STBA.
- 17.** Initially, only one STBA will be appointed at the station. STBA will not sublet / assign or transfer the rights or obligations arising out of contract. However, if he so desires, he may take assistance of another person, with the prior approval of the competent railway authority.
- 18.** Both the STBA and the additional person (only with prior approval of competent railway authority) nominated by him to sell tickets shall be issued a photo identity card by the concerned Regional Officer and their name(s) will also be displayed on a Notice Board at the station premises.
- 19.** The disbursement of unreserved tickets by STBA will be governed by the timings as decided by the Railway, keeping in view the local conditions.
- 20.** STBA will be authorized to issue cash tickets only. The STBA operator will be allowed to sell all types of non-concessional unreserved tickets issued through UTS module including platform tickets, Senior Citizen concessional tickets, season tickets & renewal of season tickets and also authorise to issue ticket through POS / Digital modes. All other concessional tickets requiring documentary proof before issue of tickets can be issued by STBA only when endorsed and permitted by the concerned Station Master / Assistant Station Master.
- 21.** STBA shall not be permitted to issue any Blank Paper tickets or Money receipt.
- 22.** The facility of 'NI' (Not Issued tickets) will be available to the STBA only when authorized / endorsed by the concerned Station Master / Assistant Station Master.
- 23.** Cancellation of ticket: The facility of cancellation of ticket may be extended to STBA only when authorized / endorsed by the concerned Station Master / Assistant Station Master.

24. Money Receipts, TTE cash, Parcel cash etc will be permitted at the STBA counters only when authorised / endorsed by concerned Station Master / Assistant Station Master / Supervisory Booking clerk. However revenue so received shall not be accounted for in the monthly turnover of the station, for the purpose of calculating the commission for STBA.
25. 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 hours shift basis as prevalent at the station.
26. All concession orders should be handed over to the SM/ASM alongwith 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.
27. 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 on duty SM / ASM at the end of shift.
28. Shift summary and daily summary of transaction details done by STBA shall be extracted through UTS and the STBA should deposit the cash accordingly to the Station Master / Assistant Station Master at the end of the shift/day.
29. A consolidated statement of ticket rolls supplied and details of tickets sold by STBA will be submitted by Station Master / Manager or any other nominated official by ACM /Dy.CCM/Sr.RTMs every month.
30. Regular and surprise inspection will be done by any Railway official authorized in order to ensure proper accountal of current tickets stationery in STBA locations.
31. STBA shall not at any time during the license period mis-utilize the ticketing system for any fraudulent purpose. In such cases STBA shall be hold solely liable and the license shall be terminated forthwith.
32. **Engagement of STBA:** Engagement as STBA on license shall not confer any right on the person for employment in Konkan Railway Corporation Ltd. The engagement at STBA is purely contractual in nature only for issuing unreserved tickets with the on payment of commission as detailed above. No benefits viz. Absorption in Railway service, regularisation of service, bonus, railway pass facilities, accommodation in quarters or rest house 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.
33. **Relation of the STBA:** The license to STBA shall in no way deemed to be or nor may be represented by STBA as a Franchisee, partner, joint venture or employee of the Konkan Railway Corporation Limited.
34. In case of any dispute so arises out of or Pertaining to this agreement, same may be referred to the sole arbitrator as per the provisions of Arbitration & conciliation Act to be appointed by the Chairman & Managing Director, Konkan Railway Corporation Ltd. The clause of the sole arbitrator shall be binding on

both the party. The arbitration shall be held under the provisions of the Arbitration & Conciliation Act 1998.

35. Termination of contract: The contract shall be terminated automatically after completion of expiry of contract period. Also either side may terminate the contract assigning reasons by giving 90 days notice. However, in case of fraud / criminal case, Railway shall be at liberty to terminate the contract without giving any prior notice.

However contracts can also be terminated due to "unsatisfactory performance" during contract period. The following items would constitute unsatisfactory performance leading to termination of the contract.

- a) Overcharging.
- b) Non payment / Delay in payment of Corporation dues.
- c) Complaints.
- d) Adverse inspection report by authorized KR representative.
- e) Subletting.
- f) Unlawful behaviour of the licensee or his representatives.
- g) Convicted as per the order of Court of Law.
- h) Giving direct / indirect trouble / threat to KRCL and its employees by causing any type of inconvenience to them as determined by KRCL.

- 19. **Subletting:** At no time transferring, mortgaging, subletting the rights / privileges conferred under this tender would be permissible.
- 20. **Change in Address :** Any change in the address of Licensee shall be forthwith be intimated in writing to KRCL. KRCL shall not be responsible for any loss / inconvenience suffered by Licensee on account of its failure to comply with this condition.
- 21. **Wrong Information by Tenderer:** If the Tenderer/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 22. **Errors, Omissions & Discrepancies :** The Tenderer (s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the administration, without delay. No claim for the misinterpretation shall be entertained and KRCL will be final authority.
- 23. In case STBA expresses inability to operate the counter(s) after selection, the EMD / Security deposit furnished by him shall be forfeited.
- 24. Joint Procedure Order issued by KRCL vide letter No.CO-16031/1/2015-COMM dated 26/07/2023 shall be applicable.

Draft License Agreement

This AGREEMENT is made on this ___th day of between the Konkan Railway Corporation Ltd.(KRCL), a company incorporated under the companies Act 1956, and having its Registered Office at Belapur Bhavan, Plot No. 06, Sector-11, CBD-Belapur, Navi Mumbai-400614 represented by Chief Commercial Manager,KRCL, CBD Belapur, Navi Mumbai (herein after called as **Licensor** or KRCL or Konkan Railway Corporation Ltd) which expression shall however the context admitted includes his assigns and successors of the one part

and

Shri, Licensee, (address) which expression wherever the context admits shall be deemed to include his respective heirs, executors, administrations, legal representatives, its successor and assigns on the other part for the engagement of Station Ticket Booking Agent at ----- station (herein after called as **Licensee**), do hereby agree to abide the following conditions.

WHEREAS the KRCL decided to introduce the Station Ticket Booking Agent as one more step for better service to the public at large and invited tenders from open market for "Award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over KRCL"

AND WHEREAS the KRCL accepted offer given by Shri / Ms / M/s. _____ vide Letter of acceptance No. _____ dated _____

AND WHEREAS the KRCL thus hereby entering into contract with Shri / Ms / M/s _____ for Award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over KRCL.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1.0 This Agreement comes into force from ___/___/2024
- 2.0 Scope of work:**
 - 2.1 The licensee i.e. Station Ticket Booking Agent (STBA) as a licensed independent contractor shall be responsible to issue tickets from the station premises.
 - 2.2 The disbursement of unreserved tickets by STBA shall be governed by the timings as decided by the KRCL, keeping in view the local conditions.
 - 2.3 The licensee will be authorized to issue cash tickets only.
 - 2.4 The licensee will be allowed to sell all types of non-concessional unreserved tickets issued through UTS including platform tickets, Senior Citizen concessional tickets, season tickets & renewal of season tickets. All other concessional tickets requiring documentary proof before issue of tickets can be issued by STBA only when endorsed and permitted by the concerned Station Master / Assistant Station Master.

- 2.5 Money Receipts, TTE cash, Parcel cash etc will be permitted at the STBA counters only when authorised / endorsed by concerned Station Master / Assistant Station Master / Supervisory Booking clerk. However revenue so received shall not be accounted for in the monthly turnover of the station, for the purpose of calculating the commission for STBA.
- 2.6 STBA shall not be permitted to issue any Blank Paper tickets or Money receipt.
- 2.7 The facility of 'NI' (Not Issued tickets) will be available to the STBA only when authorized/endorsed by the concerned Station Master / Assistant Station Master.
- 2.8 **Cancellation of ticket:** The facility of cancellation of ticket may be extended to STBA only when authorized / endorsed by the concerned Station Master / Assistant Station Master.

3.0 General Conditions :

- 3.1 The cost of hardware and software (including maintenance), electricity and hiring channel will be borne by the Corporation. The space will be provided to STBA by the KRCL free of cost. STBA shall function from the existing counter / suitable location at station as directed by Station Master.
- 3.2 STBA shall not sublet / assign or transfer the rights or obligations arising out of the contract. However, if he so required STBA may take assistance of another person, with the prior approval of the competent railway authority.
- 3.3 The STBA and the additional person (only on prior approval of competent railway authority) assisting him to sell tickets shall be issued a photo identity card by the concerned Sr. Regional Traffic Manager and their name(s) will also be displayed on a Notice Board at the station premises.
- 3.4 In case of death of licensee STBA, the licence will be transferred to his/her eligible legal heir(s) for the unexpired period of licence and the legal heir(s) will also be eligible to apply for extension of the license as per the provision of the policy.
- 3.5 The Railway Officer incharge of the station i.e. the concerned Station Master / Assistant Station Master shall be controlling officer for the safe custody of the ticket rolls and STBA shall be responsible to daily hand over / take over the ticket roll from the concerned Station Master / Assistant Station Master. Proper record of ticket roll issued to the STBA shall be maintained at stations.
- 3.6 Money Receipts, TTE cash, Parcel cash etc will be permitted at the STBA counters only when authorised / endorsed by concerned Station Master / Assistant Station Master / Supervisory Booking clerk. However revenue so received shall not be accounted for in the monthly turnover of the station, for the purpose of calculating the commission for STBA.

- 3.7 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 hours shift basis as prevalent at the station.
- 3.8 All concession orders should be handed over to the SM/ASM alongwith 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.
- 3.9 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 on duty SM / ASM at the end of shift.
- 3.10 Shift summary and daily summary of transaction details done by STBA shall be extracted through UTS and the STBA should deposit the cash accordingly to the Station Master / Assistant Station Master at the end of the shift/day.
- 3.11 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 official to ACM / Dy.CCM / Sr.RTM every month.
- 3.12 Regular and surprise inspection will be done by any Railway official authorized in order to ensure proper accountal of current tickets stationary in STBA locations.
- 3.13 STBA shall not at any time during the license period mis-utilize the ticketing system for any fraudulent purpose. In such cases STBA shall be hold solely liable and the license shall be terminated forthwith.
- 3.14 The STBA shall deposit the cash collected through sale of tickets with on duty Station Master / Assistant Station Master on 08 hourly shift basis daily as per the timings directed by Station Master. Shift summary and daily summary of transaction details done by STBA shall be extracted through UTS and the STBA should deposit the cash accordingly to the Station Master / Assistant Station Master at the end of the shift/day.
- 3.15 In case ticket activity stops due to non availability of STBA or negligence of STBA resulting in non-functioning of equipment, a suitable penalty equal to the average daily turnover from sale of UTS tickets at that particular location, subject to a minimum of Rs. 2000/- per day shall be imposed on STBA.
- 3.16 Penalty upto Rs.500/- will be imposed against established public complaints regarding the functioning of STBA.

3.17 Conviction

3.18 License of STBA: License of STBA shall not confer any right on the person for employment in Konkan Railway Corporation. The license is purely contractual in nature only for issuing unreserved tickets with the on payment of commission as detailed above and no facilities viz absorption in Railway Service, Regularization of service, bonus, Railway pass facility etc shall accrue for STBA.

3.19 Relation of the STBA: The license of STBA shall in no way deemed to be or nor may represented by STBA as a franchisee, partner, joint venture or employee of the Konkan Railway Corporation Limited. The STBA shall behave in well manner with the passengers in polite language and shall also behave properly with other employees of the Corporation posted on other counters at the station.

3.20 Period of engagement :

STBA shall be engaged for a period of three years. Total period of STBA engagement will be three years.

3.21 Award of Contract:

The issue of Letter of Acceptance shall be construed as the intention of the KRCL to enter into contract with the successful bidder.

The licensee shall within 15 days of issue of Letter of Acceptance, give his written acceptance along with performance security and sign the contract agreement with KRCL and commence the canteen services with immediate effect.

3.22 Premature Termination of Contract : The KRCL may terminate the Agreement at any time in the event of breach of any of the terms & conditions of Agreement, or, in the event of prosecution of the contractor, or, any of his/its employee(s), under any other law for the time being in force.

3.23 Any notice in terms of this License by either Party will be given at the address given by Courier / Registered AD Post unless a different address has been intimated in writing against receipt.

3.24 In case the STBA expresses inability to work as STBA after selection as a STBA, the Bank Guarantee as well as the Security Deposit of the STBA licensee will be forfeited.

3.25 KRCL reserves the right to engage the license contract for more than one STBA at the station.

4.0 **Financial Terms & conditions :**

4.1 **Security Deposit :** The Licensee shall pay interest free refundable security deposit (refundable, interest free) of Rs.50,000/- in the form of Demand draft.

4.2 The amount of Security Deposit shall be refunded by the KRCL to the Licensee On expiry of license or termination of contract after adjusting pending dues of Licensee to KRCL, from the security deposit and balance amount shall be refunded to STBA.

4.3 **Commission payable :** Amongst the applicants fulfilling the eligibility conditions, the candidate(s) who opts for the least commission (**maximum 2%**) will be selected for engaging as licensed independent contractor to work as Station Ticket Booking Agent (STBA). Where more than one applicant quotes the same commission i.e. below 2% , then selection will be done through draw of lots and landloser applicant in other tenders coming in tie will be given preference over other. The commission payable will be as follows:

Slabs	Monthly Sales Turnover in bet (Rs)	Commission percentage payable on monthly sales turnover
Slab 1	1-20,000	25% (subject to minimum of Rs.2500/-)
Slab 2	20,0001 to 1,00,000	15.00%
Slab 3	> 1,00,000	2% OR the rate quoted whichever is lower.

The commission will be calculated on monthly sales turnover. The commission should be paid on net sale and in case of concessional tickets it will be on the actual fare collected by the Railways. The commission to STBA will be paid from the station earnings.

5.0 Arbitration : In case of any dispute or difference arising out of or in relation to this License Agreement, then the same shall be referred to sole arbitrator to be appointed mutually between the Parties and resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be Navi Mumbai. The parties to this Agreement agree that the Court(s) in Navi Mumbai only shall have exclusive jurisdiction regarding any matter arising out of or related to this Agreement, Grievances Addressing Mechanism: On receipt of any complaint related to Licensee, Licensor shall conduct investigation and show cause notice shall be served upon Licensee. For addressing grievance to the authority, the following hierarchy shall be applicable:

- a) First Authority – Chief Commercial Manager.
- b) Second Authority – Director (Operations and Commercials)
- c) Conciliation
- d) Sole Arbitrator as per provision of Conciliation and Arbitration Act

6.0 Force Majeure: If all or any part of the licensed Premises shall be destroyed or damaged due to fire, storm, flood, tempest, act of God, act of terrorism, war or any other irresistible force or the Licensed Premises are rendered inaccessible or unfit for the Said Business of the Licensee for any of the foregoing reasons, then the obligation to make payment of license fees or a fair proportion thereof shall be suspended till such time the Said Premises have been repaired and rendered fit for the purposes contemplated under License Agreement. In such an eventuality, the Licensee shall have the right to terminate License Agreement by giving 15 (fifteen) days' notice. However it is further agreed by the parties that nothing in this clause shall prejudice the right of the Licensee contained elsewhere in this License Agreement. It is mutually agreed by the parties that in case visibility/access of Licensed Premises is obstructed due to any construction carried out by Govt. Authority/Department including but not limited to due to laying of underground cable, water pipeline maintenance, sewerage maintenance, etc. for continuous period of two months, then License Fee shall be renegotiated during such construction period.

8.0 Disabling Clause: Engaging 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 services, 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.

7.0 Termination of contract: The contract shall be terminated automatically after completion of expiry of contract period. Also either side may terminate the contract assigning reasons by giving 90 days notice. However contracts can also be terminated due to "unsatisfactory performance" during contract period. The following items would constitute unsatisfactory performance leading to termination of the contract.

- a. Overcharging.
- b. Non payment / Delay in payment of Corporation dues.
- c. Complaints.
- d. Adverse inspection report by authorized KR representative
- e. Subletting
- f. Unlawful behavior of the licensee or his representatives.
- g. Convicted as per the order of Court of Law
- h. Giving direct / indirect trouble / threat to KRCL and its employees by causing any type of inconvenience to them as determined by KRCL.

8.0 Jurisdiction of Court & applicable laws: This Agreement shall be govern by all Indian laws in force and shall be subject to jurisdiction of the court in CBD Belapur, Navi Mumbai.

In witness whereof the said parties hereto have hereinto set their hands the day year first above written

Signed by Shri. _____

(LICENSEE)

Signed by Shri _____,
Konkan Railway Corpn. Ltd.,
(LICENSOR)

Witness for Licensee Witness for Licensor:

Signature (1):
Name Name
Address Address

Signature (1)

Signature (2)
Name Name
Address Address

Signature(2)

Application Form

Application for award of contract for engagement of Station Ticket Booking Agent (STBA) at Madgaon Stations over Konkan Railway.

Affix self attested latest passport size photo of the applicant.

Name of Station applied for STBA : _____

1.	Name of the Applicant (In block letters) :	
2.	Gender (Male / Female) :	
3.	Date of Birth (with proof) :	
4.	Educational Qualification (With attested copy of the Certificates) :	
5.	Whether belongs to SC / ST / OBC / Minority / Physically Handicapped / Mentally Challenged :	
6	Domicile Certificate	
7.	Residential Address (proof of residence to be enclosed)	
	Phone No. :	
	a) Residence :	
	b) Mobile :	
8	Land loser (KRCL) if yes then attach proof	
9	Certificate issued by local police station serving his/her locality that he is free from any criminal case pending against him/her (If applied, then attach copy of application)	

10	Copy of PAN Card / Voter ID Card	:	
11	Details of EMD (Amount, name of Bank & date)	:	
12	Undertaking on Rs.100/- stamp paper in case the applicant is land loser, as Annexure -D		

1. Konkan Railway reserves the right to cancel the Tender Process at any time without assigning any reasons.
2. Tenders received after last due date and time shall not be entertained. KRCL shall not be responsible for postal delays / loss.
3. The details as required have been given along with required supporting documents.
4. Incomplete Tender shall summarily be rejected.
5. Tenders not accompanied with EMD, shall summarily be rejected.

Signature of applicant.

Annexure-C**Financial Offer****Application for award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over Konkan Railway**

I / We _____ hereby submitting my offer for "Award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Stations over Konkan Railway", as under :

My / our offer

Name of work	Name of station applied for	* Percentage (%) of commission to be quoted by applicant
Award of contract for engagement of Station Ticket Booking Agent (STBA) at _____ Station over Konkan Railway		_____ (in figures)
		_____ (in words)
<ul style="list-style-type: none"> Applicant is required to quote the percentage of Commission in the Slab-3 (more than Rs.1,00,000/- turnover) but not more than 2%. 		

I / We know that selection of STBA will be done on the basis of lowest commission quoted in the Slab-3 (more than Rs.1,00,000/- turnover) as indicated against item no _____ of the tender documents..

I/We agree to hold this offer open for a period of 180 days from the date of opening of tender and in the event of my/our failing to abide by this offer in any respect whatsoever within the said period. I/we agree that the Earnest Money of Rs. _____, for _____ station, which I/We, have deposited with the Railway Regional Manager, Konkan Railway in connection with this tender shall stand forfeited.

I/we have read carefully and understood the terms and conditions of tender and shall strictly follow the same.

The acceptances of this offer by the Konkan Railway either wholly or as a part thereof shall constitute a binding contract between Konkan Railway and me/us.

I undertake that in the event of any false or inaccurate information given above in any respect, the application / license shall be liable to be rejected / cancelled at any time. I shall abide by all the terms and conditions of Station Ticket Booking Agent Scheme prescribed by the Corporation from time to time.

(Name of the Tenderer)
(Signature of the Tenderer)

Annexure -D

Undertaking
(to be submitted on Rs.100/- non-judicial stamp paper)

I Shri/Smt. __S/o_____ who is a sole/joint land owner of land located at village _____, Taluka _____, District ____ Survey Nos. _____ hereby certify that, no other member from the family/families of the above sole/joint land is employed in KRCL on the ground of being a landloser, in any form. Also, no other member from the family/families of the above sole/joint land is having any stall/contract over KRCL as a landloser. (For this purpose, the land belonging to the owner(s) in various survey no.s will be considered as a single land holding only and land acquired by Konkan Railway from this would be considered as single acquisition).

Date:

Signature of the Applicant

----end of documents----