

**RFP for Selection of
Fare Collection Services Agencies
for Nagpur Municipal Corporation for
Operating Public Bus Service in
Nagpur Urban Region**



March 2017



Nagpur Municipal Corporation

नगरीपालिका सेवासाठी घट्टे तयार



Issued by

**Transport Manager (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Bhavan, Civil Lines,
Nagpur-440 001**

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) Document, whether communicated in verbal or in documentary or in any other form, by or on behalf of the Nagpur Municipal Corporation (the “NMC”) for Public Bus Service in Nagpur Urban Region, or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as the NMC may prescribe in this behalf, has been prepared and issued by Nagpur Municipal Corporation (“NMC”) solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFP Document is not an agreement and is not an offer or invitation by NMC to any party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for NMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

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The designs, drawings, technical data and any other information if provided in this RFP Document are only indicative and do not imply and shall not be deemed to imply any current or future representation, promise or warranty, express or implied, on the part of NMC or their employees, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever, whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NMC, or their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

NMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified through mail. . No part of this RFP Document and no part of any subsequent correspondence by NMC, its employees and advisors shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. NMC reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that NMC is bound to select a Bidder.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by them thereafter. All such costs and expenses will remain with the Bidder and NMC, or their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. NMC may, in its sole discretion, proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against NMC or their employees and advisors.



NAGPUR MUNICIPAL CORPORATION

(**Transport Department**)

“ Mahanagarpalika Marg”

Civil Lines, Nagpur – 440 001,

REQUEST FOR PROPOSAL

NAGPUR MUNICIPAL CORPORATION (hereinafter referred to as ‘NMC’) invites bids for **Selection of Fare Collection Services Agencies for Public Bus Service in Nagpur Urban Region.**

Sr. No.	Description
1.	To provide fare collection services for Public Bus Service in Nagpur Urban Region by way of deploying suitable personnel to operate hand held electronic ticketing machines (ETMs), issue tickets and collect the prescribed fare from passengers of the buses operating under the Project. The money collected shall be required to be deposited by FCS Agencies at designated depot/ location in terms of directions of NMC.

- 01] Bidders are advised to note the eligibility and minimum qualifying criteria specified in the RFP Document.
- 02] **Availability of RFP Documents:** The interested Bidders may download the RFP Documents from e-tender website <https://www.mahatenders.gov.in> from 20/03/2017 to 19/04/2017. It will be the responsibility of the bidder who is submitting the bid on downloaded RFP Documents to check and see any Addendum/Corrigendum issued in the regard on the website from time to time and ensure submission of bid along with all Addendum / Corrigendum. RFP Document fees shall be Rs. 10,000/- (Rupees Ten Thousand only) to be paid online at the website <https://www.mahatenders.gov.in>.
- 03] **Submission of Bid Documents:** the bid as per RFP Document should be submitted in physical form (only technical submissions) as well as online (both technical as well as financials) on the website <https://www.mahatenders.gov.in>. The last date for submission of the bid shall be 19/04/2017 upto 03:00 PM.
- 04] **Opening of Bids:** The Technical bid shall be opened on 20/04/2017 at 12:00 PM in the presence of intending bidders. The date of opening of financial bid shall be communicated in due course of time to technically qualified bidders.
- 05] **Bid Security:** Bid must be accompanied by Bid Security of Rs. 6,00,000/- (Rupees Six Lakhs only) in the form of Demand Draft or Bank Guarantee as per RFP.
- 06] **Pre-proposal Meeting:** Meeting will be held on 30/03/2017, at 03:00 PM. at the address mentioned at Sr. No. 11 below.
- 07] The Bidder must have minimum 03 (Three) years of experience in the business of manpower and associated services as on March 31, 2016.
- 08] The Bidder must have an average annual financial turnover of at least Rs. Ten (10) Crores per annum during the immediately preceding three (03) financial years.
- 09] The Competent Authority reserves the right to reject any or all the bids without assigning any reason there of or to accept any bid in the interest of the Nagpur Municipal Corporation.
- 10] The bidders who are not registered with <https://www.mahatenders.gov.in> shall have to get themselves registered online following the process outlined on the website to be able to participate in the bid process.

- 11] **Address for Communication:** Office of the Transport Manager, Transport Department, Nagpur Municipal Corporation, Mahanagarpalika Marg, Civil Lines, Nagpur, Maharashtra, Pin Code – 440 001, Fax No. : (0712) 2561584, Website: <https://www.mahatenders.gov.in>.

Transport Manager
NMC, Nagpur

Part I	Instructions to Bidders (ITB)
Part II	Draft Fare Collection Services Agreement (DFCSA)

1. Introduction 9

1.1. General..... 9

1.2. Brief Description of Bidding Process 11

2. Instructions to Bidders 12

A. General..... 12

2.1. Definitions..... 12

2.2. Scope of Proposal..... 12

2.3. Eligible Bidders 13

2.4. Number of Proposals 14

2.5. Proposal Preparation Cost 14

2.6. Verification of Documents 14

2.7. Contents of RFP Document 14

2.8. Clarifications by Bidders 14

2.9. Amendment of RFP Document..... 15

2.10. Pre-Proposal Meeting..... 15

2.11. Miscellaneous – Other Provisions 16

2.12. Disqualification..... 16

B. Preparation and Submission of Proposal..... 19

2.13. Language 19

2.14. Currency 19

2.15. Bid Security 19

2.16. Validity of Proposal..... 20

2.17. Bidders Responsibility..... 20

2.18. Format and Signing of Proposal 21

2.19. Sealing, Marking and Submission of Proposal 22

2.20. Proposal Due Date 24

2.21. Late Proposals..... 24

2.22. Modification and Withdrawal of Proposals..... 24

2.23. Confidentiality 25

2.24. Clarifications Sought by NMC 25

2.25. Cost of RFP Document 25

3. Criteria and Methodology for Qualification and Evaluation 26

A. General..... 26

3.1. Qualification Parameters	26
3.2. Technical Capability	26
3.3. Financial Capability Criteria	26
B. Evaluation Methodology	27
3.4. Opening of Proposal	27
3.5. Test of Responsiveness	27
3.6. Evaluation of Technical Submissions.....	27
3.7. Evaluation of Price Proposal	29
3.8. Notification	30
3.9. NMC’s Right to Accept or Reject Proposal.....	30
3.10. Acknowledgment of Letter of Acceptance (LOA) and Execution of FCS Agreement 31	
3.11. Performance Security	32
3.12. Rollout Plan	32
4. Role of IBTM Operator	33
Appendix 1: Schedule of Bidding Process.....	34
Appendix 2: Format for Covering Letter.....	35
Appendix 3: Format for Power of Attorney for Signing of Proposal	38
Appendix 4: Format for Details of Bidder.....	39
Appendix 5: Format for Financial Capability of the Bidder	41
Appendix 6: Contract Executed by the Bidder.....	42
Appendix 7: Format of Bid Security	44
Appendix 8: Contents and Format of Price Proposal.....	46
Appendix 8A: Format of Break- Up of Price Proposal.....	47
Appendix 9: Format for Draft Letter of Acceptance (To be issued by NMC).....	50
Appendix 10: Format of Acceptance of Letter of Acceptance	51
Part II - Draft Fare Collection Services Agreement	52

Part I –Instructions to Bidders

1. Introduction

1.1. General

- 1.1. Nagpur Municipal Corporation (“NMC”) is undertaking several initiatives in order to upgrade mobility solutions to provide convenient, seamless and affordable multimodal commuting choices to the travellers within the city. This includes not only improving the quality of transport infrastructure and services, but also alternative cleaner fuels options such as ethanol bio-CNG, electric based bus options. Projects currently underway include mass rapid transit solutions such as metro, buses and BRT etc.
- 1.2. With regard to the city bus system, Nagpur city currently has net cost contract (NCC) based bus system which is being managed by an operator engaged by NMC since 2007. The NCC based bus system has not lived up to the expectations of citizens over the years. Quality of the buses and service levels have been falling sharply in recent years, having come to a situation where only 254 out of 470 diesel buses are operational and operational efficiency has dropped to a little over 50%. Snap shot of the current city bus system is as under:

Sr. No.	Particulars	2015-16
1	Total fleet size (diesel)	470
2	<i>Fleet owned by VNIL *</i>	230
3	<i>Standard bus</i>	150
4	<i>Mini bus</i>	80
5	<i>Fleet purchased under JNNURM</i>	240
6	<i>Standard bus</i>	240
7	<i>Mini bus</i>	-
8	On-road fleet	254
9	Operational efficiency	54.04%
10	No. of routes identified/planned	142
11	Routes operational	56
12	<i>Weekdays</i>	65
13	<i>Weekends</i>	47
	Frequency of buses on routes	
14	<i>In peak hours</i>	NA
15	<i>In non-peak hours</i>	NA
16	Total number of passengers (passenger count per day)	1.25 lakhs
17	No. of depots/stations	4
18	No. of terminals	-
19	No. of bus shelters	190

* Vansh Nimay Infrastructures Pvt Ltd (VNIL)-single operator in the City

- 1.3. With typical dysfunctionalities experienced with NCC model, NMC has decided to switch to gross cost contract (GCC) based model. It is envisaged under the GCC scheme that multiple bus operators would replace current single bus operator by taking over old NMC owned diesel buses besides introducing new fleet on their own, thus revitalising the bus system in the city. New modern bus system would involve technology assisted features both for rigorous internal system of SLA monitoring of service quality and quantity, and passenger friendly interfaces with real time information of services, smart card passes, mobile app and electronic tickets etc.
- 1.4. Keeping this in view, NMC is planning and procuring modern buses (equipped with GPS devices, CCTV camera etc) and related other equipment/ services for electronic ticketing machines, display boards at bus shelters, pass centres, mobile apps etc. in Phase I. Going forward, in Phase II, NMC aspires to further upgrade technology to the next level where wi-fi routers, validators, ticket dispensers etc. are also planned to be installed.
- 1.5. NMC has already finalised four operators (3-diesel+ 1-ethanol) and first phase plans to roll out 487 buses from 4 depots. Further in the next phase, it is proposed to progressively augment the fleet to 1200 buses in the coming few years and add more bus depots (8-10 depots/parking sites).

Current Phase, expected to be rolled out in next 3 months, is as below:

Parameter	Indicative Particulars								
Number of bus operators	3 for Diesel fuel buses + 1 for Ethanol fuel buses								
Number of buses	<ul style="list-style-type: none"> • Green Buses: Ethanol fuel buses: 55 Nos • Red Buses: Diesel fuel buses: 432 Nos <table border="1" style="margin-left: 40px;"> <tr> <td>Standard buses</td> <td>79 Nos (old vehicles allotted by NMC)</td> </tr> <tr> <td>Midi buses</td> <td>50 Nos (new vehicles to be procured by the operator)</td> </tr> <tr> <td>Mini buses</td> <td>15 Nos (new vehicles to be procured by the operator)</td> </tr> <tr> <td>Total buses / operator</td> <td>144 Buses</td> </tr> </table>	Standard buses	79 Nos (old vehicles allotted by NMC)	Midi buses	50 Nos (new vehicles to be procured by the operator)	Mini buses	15 Nos (new vehicles to be procured by the operator)	Total buses / operator	144 Buses
Standard buses	79 Nos (old vehicles allotted by NMC)								
Midi buses	50 Nos (new vehicles to be procured by the operator)								
Mini buses	15 Nos (new vehicles to be procured by the operator)								
Total buses / operator	144 Buses								
Expected Number of Depots / Parking Sites in near future when the current phase is rolled out in the next 6 months	<ul style="list-style-type: none"> • For Ethanol fuel buses: 1 depot • For Diesel fuel buses: 3-4 depots/parking sites 								

- 1.6. NMC has also engaged Delhi Integrated Multi Modal Transit System Limited (DIMTS) as Integrated Bus Transport Management (IBTM) Operator or in other words a programme manager who not only manages and coordinates the bus services on behalf of NMC, but also provides technology based solutions to integrate all the domain elements in order to enable NMC to offer modern and efficient city bus service to the commuters of the city.
 - 1.6.1. DIMTS, as IBTM (Integrated Bus Transport Management) Operator, shall manage the operation of stage carriages, operated by private operators on gross cost model, under concession agreements signed between NMC and the operators.

- 1.6.2. NMC now invites sealed Proposals for selection of agency to provide fare collection and related services (the “FCS Agency”) for about 487 buses or stage carriages to be operated in shifts on daily basis as part of the Project. The FCS Agencies are proposed to be selected through an open, transparent and competitive bidding process, who are declared as the Successful Bidder(s) in terms of this RFP Document.
- 1.6.3. Selected Agencies through this limited bidding process, will be hired initially for three (3) years duration which will be extendable by another 2 years as per discretion of NMC.
- 1.6.4. The primary work of FCS Agencies will be to depute suitable personnel to operate hand held electronic ticketing machines (ETMs), issue tickets and collect the prescribed fare from passengers of the buses operating under the Project. The money collected shall be required to be deposited by FCS Agencies at designated depot/ location in terms of directions of NMC.
- 1.6.5. An agreement (“FCS Agreement”) shall be executed between NMC and the Successful Bidder/s in relation to the Project.

1.2. Brief Description of Bidding Process

- 1.2.1. The RFP document of captioned project is hosted online and can be downloaded from website <https://www.mahatenders.gov.in>. **The Proposal shall be submitted online as well as in physical form as per the provisions of this RFP.**
- 1.2.2. NMC intends to follow a single stage bidding process for selection of the FCS Agency/ies for the Project.
- 1.2.3. RFP Document follows a two-step approach comprising :
 - Qualification Phase: Technical evaluation of Bidders based on qualification criteria.
 - Proposal Phase: Price evaluation of Bidders who have been found to be technically qualified.
- 1.2.4. As a part of the Bidding Process, as physical submission, the eligible entities and interested parties are required to submit one envelope containing: (i) Packet 1: RFP Document Fee and Bid Security and (ii) Packet-2: Technical Submissions. The Packet-3: **Price Proposal is required to be submitted only through the e-tender portal** <https://www.mahatenders.gov.in>. Hard copy of the Price Proposal is NOT required to be submitted.
- 1.2.5. Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the criteria set out in this RFP Document.
- 1.2.6. Price Proposal of only those bidders who are found technically qualified shall be opened.
- 1.2.7. Details of the schedule of Bidding Process is provided in Appendix 1.

2. Instructions to Bidders

A. General

2.1. Definitions

2.1.1 In this RFP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

- (a) **“Bidder”** means an eligible entity that submits a proposal in terms of this RFP Document.
- (b) **“Bidding Process”** shall mean the single stage competitive bidding process with two envelopes system comprising (i) the Technical Submissions and (ii) the Price Proposal for selecting Agency to provide fare collection and related services for approximately 487 city buses or stage carriages to be operated in one or two shifts on daily basis as part of the Project.
- (c) **“DIMTS”** shall mean Delhi Integrated Multi-Modal Transit System Limited, which has been engaged by NMC as IBTM Operator.
- (d) **“NMC”** shall mean Nagpur Municipal Corporation.
- (e) **“Letter of Award”** shall mean the letter issued by NMC to the Successful Bidder.
- (f) **“Project”** means the stage carriage buses operated by private entities in Nagpur Urban Region on gross cost model under concession agreements signed between NMC and the private operators.
- (g) **“Proposal”** shall mean the documents received by NMC from an interested party who is eligible to submit its proposal in response to this RFP Document for providing fare collection and related services for buses or stage carriages operated as part of the Project.
- (h) **“RFP Document”** shall mean the documents set out in Clause 2.7 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- (i) **“Successful Bidder”** shall mean the Bidder/s selected for award of the contract for providing fare collection and related services for buses or stage carriages operated as part of the Project.

2.2. Scope of Proposal

2.2.1. NMC invites proposals from eligible entities having the requisite technical and financial capabilities (“Proposal”).

2.2.2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the “Evaluation Criteria”) in order to identify the Successful Bidder(s) for providing the services envisaged under the FCS Agreement for the Project.

- 2.2.3. Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft FCS Agreement.
- 2.2.4. Pursuant to the release of this RFP Document, NMC shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by NMC pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by NMC.
- 2.2.5. This RFP Document and all attached documents are and shall remain the property of NMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposals in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their Proposals. NMC will not return any Proposal or any information provided along therewith.
- 2.2.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the FCS Agreement or NMC right to amend, alter, change, supplement or clarify the scope of service and work, the FCSA to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by NMC.
- 2.2.7. Bidders may note that NMC will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Contract Agreement. Any conditional Proposal is liable for outright rejection.
- 2.2.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of NMC.

2.3. Eligible Bidders

2.3.1. Eligible Bidders:

Any company incorporated under the Companies Act, 1956/2013 for providing/ deployment of manpower services and such fact can be inferred from such company's Main Objectives in the articles and memorandum of association shall be eligible for bidding.

- 2.3.2. The Bidder shall submit a Power of Attorney as per the format enclosed at Appendix 3, authorising the signatory of the Proposal to commit the Bidder.
- 2.3.3. Notwithstanding anything stated elsewhere in these documents, NMC shall have the right to seek updated information from the Bidders to confirm their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to NMC. A Bidder may be disqualified if it is determined by NMC at any stage during the process that the Bidder will be unable to fulfil the requirements of the

Contract or if a bidder fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided by such bidders within a reasonable timeframe as stipulated by NMC.

- 2.3.4. A Bidder who has earlier been barred by any entity of GOI or NMC or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.
- 2.3.5. For a Bidder to be eligible, the said Bidder or any of its constituents or predecessor entity must not have been a defaulter in complying with statutory obligations.

2.4. Number of Proposals

- 2.4.1. Each Bidder shall submit only one (1) Proposal in response to this RFP Document. Any entity, which submits or participates in more than one Proposal will be disqualified

2.5. Proposal Preparation Cost

- 2.5.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. NMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.6. Verification of Documents

- 2.6.1. NMC reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFP Document. Failure on the part of NMC to undertake such verification shall not relieve the Bidders of their obligations or liabilities hereunder nor will it affect in any manner any of the rights of NMC hereunder.

2.7. Contents of RFP Document

- 2.7.1. The RFP Document consists of two Parts as listed below and would include any addenda issued in accordance with Clause 2.9.1.

Part I	Instructions to Bidders (ITB)
Part II	Draft Fare Collection Services Agreement (dFCSA)

2.8. Clarifications by Bidders

- 2.8.1. Bidders requiring any clarification on the RFP Document may notify NMC in writing or by facsimile/ e-mail within such date as specified in the Schedule of Bidding Process set forth in Appendix 1.
- 2.8.2. NMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, NMC reserves the right not to respond to any question or provide

any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring NMC to respond to any question or to provide any clarification.

- 2.8.3. NMC may also on its own, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NMC shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by NMC or their employees, advisors or representatives shall not in any way or manner be binding on NMC.

2.9. Amendment of RFP Document

- 2.9.1. At any time prior to the Proposal Due Date, NMC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addenda.
- 2.9.2. In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, NMC may, at its own discretion, extend the Proposal Due Date.
- 2.9.3. NMC may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.10. Pre-Proposal Meeting

- 2.10.1. To clarify and discuss issues with respect to the RFP Document a Pre-Proposal meeting will be held as per details provided in Appendix 1.
- 2.10.2. Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, in respect of the RFP Document. Bidders must formulate their queries and forward the same to NMC prior to the meeting in terms of schedule set out in Appendix 1. NMC may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders.
- 2.10.3. NMC will endeavour to hold the meeting as per Schedule of Bidding Process. Any change in the schedule of Pre-proposal meeting will be communicated by posting on <https://www.mahatenders.gov.in>.
- 2.10.4. Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. NMC will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.
- 2.10.5. All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail/fax :

SUBJECT "RFP Document for Selection of Fare Collection Services Agencies"

(The above subject should be inscribed on the envelop and also on the subject-line of letters/emails)

ADDRESS Transport Manager (Transport Department)
Nagpur Municipal Corporation,

Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001
Phone: 0712-2567035; Fax: 0712-2561584
E-mail: transport.nmc@gmail.com

2.10.6. No interpretation, revision, or other communication from NMC regarding this solicitation shall be valid unless it is made in writing by NMC. NMC may choose to send to all Bidders, written copies of NMC responses, including a description of the enquiry but without identifying its source to all the Bidders.

2.11. Miscellaneous – Other Provisions

2.11.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and only the Courts at Nagpur shall have jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

2.11.2. NMC, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- (a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process and / or modify the dates or other terms and conditions relating thereto;
- (b) qualify or disqualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to NMC by, on behalf of, and / or in relation to any Bidder;
- (d) independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder;

2.11.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases NMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liabilities for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

2.12. Disqualification

2.12.1. Even if the Bidder meets the guidelines as set forth in this RFP Document, NMC at its discretion can disqualify the Bidder, if the Bidder :

- (a) has been debarred by any state or central government or government agency in India; or
- (b) has made misleading or false representation in the forms, statements and attachments submitted; or
- (c) or any of its constituents or its predecessor entity has a record of poor performance such as default in statutory compliances, consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.

2.12.2. Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

- (a) made a complete and careful examination of the terms and conditions / requirements, and other information set forth in this RFP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from NMC;
- (c) acknowledged and accepted the risk of any inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of NMC relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in the RFP, and any amendments thereof, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NMC or a ground for termination of the Contract Agreement; and
- (e) agreed to be bound by the undertakings provided by it under this RFP Document and in terms hereof.

2.12.3. NMC shall not be liable for any mistake or error or neglect by the Bidders in respect of the above.

2.12.4. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the FCS Agreement. Notwithstanding anything to the contrary contained herein or in the LoA or the FCS Agreement, NMC shall reject a Proposal, withdraw the LoA, or terminate the FCS Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NMC towards, inter alia, time, cost and effort of NMC, without prejudice to any other right or remedy that may be available to NMC hereunder or otherwise.

2.12.5. Without prejudice to the rights of NMC under Clause 2.12.4 hereinabove and the rights and remedies which NMC may have under the LoA or the FCS Agreement, if Bidder is found by NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or execution of the FCS Agreement, such Bidder shall not be eligible to participate in any tender or RFP Document issued by NMC during a period of five years from the date such Bidder, is found by NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.12.6. For the purposes of Clauses 2.12.4 and 2.12.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected

with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the FCS Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the FCS Agreement, as the case may be, any person in respect of any matter relating to the LoA or the FCS Agreement, who at any time has been or is a legal, financial or technical adviser of NMC in relation to any matter concerning the tender;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.12.7 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NMC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NMC for, inter alia, the time, cost and effort of NMC, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to NMC hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder’s paid up and subscribed capital. Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
- (vi) such Bidder is engaged by any Bus Operator for providing services envisaged under the Gross Cost Model scheme in Nagpur.

B. Preparation and Submission of Proposal

2.13. Language

2.13.1. The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct translation into English and duly signed, stamped and certified by the Bidder to be true and correct. Supporting materials that are not translated into English shall not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14. Currency

2.14.1. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.15. Bid Security

2.15.1. Proposals shall be accompanied by a Bid Security for an amount of Rs. 6,00,000/- (Rupees Six Lakhs only).

2.15.2. No relaxation of any kind in Bid Security shall be given to any Bidder.

2.15.3. The Bid Security shall remain valid for a period of 90 days beyond the Proposal Validity Period, and would need to be extended, if so required by NMC, for any extension in Proposal Validity Period.

2.15.4. The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of **Transport Manager, Nagpur Municipal Corporation** encashable at Nagpur, as per the format set out in Appendix 7 or in the form of a demand draft issued by a bank in India, drawn in favour of "**Transport Manager, Nagpur Municipal Corporation**" and payable in Nagpur. NMC shall not be liable to pay any interest on the Bid Security and the same shall be interest free. For avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.15.5. The Bid Security shall be returned to unsuccessful Bidders on the signing of FCS Agreement. The Bid Security, submitted by the Successful Bidder(s), shall be released:

- (a) upon furnishing a Performance Security for an amount mentioned in the FCS Agreement; and
- (b) upon signing of the FCS Agreement with the Successful Bidder(s).

2.15.6. The Bid Security shall be liable to be forfeited and Proposal shall be liable to be rejected in the following cases:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1 ; or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LoA within the stipulated time period as provided in Clause 3.10.1; or
- (d) In case of the Successful Bidder, if it fails to sign the FCS Agreement within the specified time limit or any extension thereof; or
- (e) In case of the Successful Bidder, if it fails to furnish the Performance Security within the specified time limit prescribed therefor in the LoA; or
- (f) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (g) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.

2.16. Validity of Proposal

2.16.1. The Proposal shall indicate that it would remain valid for a period not less than 180 days from the Proposal Due Date (hereinafter "Proposal Validity Period"). NMC reserves the right to reject any Proposal that does not meet this requirement.

2.16.2. Prior to expiry of the Proposal Validity Period, NMC may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse to comply with the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.15 of this document in all respects. A Bidder refusing to comply with the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned and his Bid Security released.

2.17. Bidders Responsibility

2.17.1. The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of Bidding Documents will be at the Bidder's own risk.

2.17.2. It would be deemed that prior to the submission of Proposal, the Bidder has:

- (a) made a complete and careful examination of requirements and other information set forth in the Bidding Documents;

- (b) received all such relevant information as it has requested from NMC; and
- (c) made a complete and careful examination of the various aspects of the Draft FCS Agreement including but not limited to:
 - (i) all matters that might affect the Bidder's performance under the terms of the Bid Documents;
 - (ii) a diligent scrutiny and is in conformity with the terms and conditions of the draft FCS Agreement;
 - (iii) clearances required to be obtained under the FCS Agreement; and
 - (iv) applicable laws and regulations in force in India.

2.17.3.NMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18. Format and Signing of Proposal

2.18.1.Bidders shall provide all the information as required / can be inferred from this RFP Document and in the specified formats. NMC reserves the right to reject any Proposal that is not in the specified formats.

2.18.2.The Proposal should be submitted in three packets:

Packet 1: RFP document fee & Bid Security

This Packet shall be superscribed "**Packet 1: RFP Document Fee and Bid Security**". RFP Document fees and Bid Security (as per Appendix 7 or in the form of demand draft) in prescribed form need to be provided in accordance with the provisions of the RFP.

Packet 2 : Technical Submissions, which would include:

- (i) Covering Letter as per Appendix 2 stating the Proposal Validity Period.
- (ii) Power of Attorney for Signing of the Proposal as prescribed in Appendix 3.
- (iii) Details of Bidder together with supporting documents required as prescribed in Appendix 4.
- (iv) Details of Financial Capability of the Bidder as prescribed in Appendix 5.
- (v) Details of contracts executed by the Bidder in the past together with certificates etc. as prescribed in Appendix 6.
- (vi) Certificate of Incorporation of the Bidder under Companies Act, 1956/2013 issued by Registrar of Companies or Certificate of commencement of business in case of public limited company.
- (vii) Copy of Memorandum of Association and Articles of Association of the Bidder.
- (viii) Supporting documents as per requirement of Clause 3.2 & 3.3 and 3.6.3 of RFP Document.
- (ix) Details of Service Tax Registration No, ESIC Registration No. & PF Registration No, PAN No., valid bank account. Bidder should submit supporting documents as proof.

Note: All pages of aforesaid document shall be duly signed by Authorized Representative of the Bidder. This Packet shall be super scribed “**Packet 2: Technical Submissions**”.

Packet 3: Price Proposal (To be submitted online only)

- (i) Price Proposal as per the format set out in Appendix 8 and 8A **and is to be submitted online only through e-tender portal <https://www.mahatenders.gov.in>**.

2.18.3. The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person signing the Proposal. All pages of the Proposal must be serially numbered.

2.19. Sealing, Marking and Submission of Proposal

2.19.1. The Bidders will submit the Proposal online and also in a single hard copy in single envelope excluding Packet-3 through Hand Delivery or RPAD/Speed post only, the details for which are specified below.

2.19.2. Online Submission

In addition to the physical submission, the Proposal is also required to be submitted online, failing which the Proposal would be summarily rejected.

Bidder(s) shall upload the scanned copies of its entire Technical Proposal consist of scanned Copies of RFP document Fees and Bid Security, Eligibility and Qualification details/Technical Submissions & all other documents, certificates etc. as required under the terms of the RFP;

The bidder has to enroll themselves on the website <https://www.mahatenders.gov.in> using the option “Click here to Enroll”. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://www.mahatenders.gov.in> under the link “Information about DSC”. The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

The Financial Bid shall be filled & submitted in the prescribed format provided as part of RFP.

2.19.3. General Guidelines for Online Submission

- (a) E-tendering process will be conducted through <https://www.mahatenders.gov.in> the e-tendering portal of Government of Maharashtra in association with Department of Information Technology, Govt. of Maharashtra, NIC & State Bank of India for e-payment.
- (b) To participate in e-tendering, the intending offerers shall register themselves in the website of <https://www.mahatenders.gov.in>. Detail information for registration and submission of offers through e-tendering process are available in Bidders Manual kit in the website <https://www.mahatenders.gov.in>. There is no charge for registration for bidders.

- (c) Tender form and relevant documents are not be sold /issued manually from offices.
- (d) The date and time for online submission of envelope shall be strictly followed in all cases. The bidder should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- (e) If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, NMC shall not be responsible for that and any grievance regarding that shall not be entertained.
- (f) Tender shall be submitted in single Envelope consist of three Packets i.e. Bid Security & RFP document fee in Packet-1, Eligibility and Qualification details/Technical Proposal in Packet-2 & Price Bid in Packet-3 through e-Tendering procedure only on <https://www.mahatenders.gov.in> portal.
- (g) Tenders submitted without single Bid system and by without e-Tendering (<https://www.mahatenders.gov.in>) procedure shall be rejected.
- (h) The Two Bids offer must be submitted along with document(s) as per the guidelines given in tender document by e-Tendering procedure only.
- (i) For technical bid, bidder has to make sure that there should not be any space or special character in the file name. All the technical documents should be in .pdf or .rar format e.g. "Registration certificate.pdf" "Registration certificate.rar" is wrong file name. The correct file name would be "registration_certificate.pdf" "registration_certificate.rar".
- (j) The documents uploaded in the technical bid will be scrutinized by the Evaluation Authority as per the document asked in the tender notice and tender document. The decision of the Tender Evaluation Authority shall be final in this regard.
- (k) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF for technical bid as well as financial Price Bid. In case of technical bid, if there is more than one document, they can be clubbed together i.e. for each cover of online envelop only single file need to be uploaded. For e.g. to upload document having multiple pages, bidder has to scan them as single document.
- (l) EMD Payment will be accepted by the E-tendering process only once while bidding.
- (m) It is important to note that, the bidder has to click on the 'Freeze Bid Button', to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and shall not be considered for evaluation purposes.

2.19.4. Hard Copy Submission

The Bidder(s) shall also submit 1 (one) original set of the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) as per Clause 2.18.2 and the instructions given below.

2.19.5. The Bidder shall seal the Packet 1: RFP Document Fee and Bid Security" and Packet 2: Technical Submissions" in separate envelopes, duly marking the envelopes as "Packet 1: RFP Document Fee" and "Packet 2: Technical Submissions" respectively. These envelopes shall then be sealed in an outer envelope.

Price Proposal as per the format set out in Appendix 8 and 8A (Packet 3) needs **to be submitted online only**.

2.19.6. Each envelope shall indicate the name and address of the Bidder.

2.19.7. All the envelopes shall clearly bear the following identification:

“Proposal for Selection of Fare Collection Services Agencies”
“To be opened by Tender Opening Committee only”
and
“Submitted by _____”

(Name, Address and Contact Phone No. of the Bidder)

2.19.8. The envelope shall be addressed to:

ATTN. OF: Transport Manager (Transport Department)

ADDRESS: Nagpur Municipal Corporation
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

2.19.9. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. NMC assumes no responsibility for the misplacement or premature opening of such Proposal.

2.20. Proposal Due Date

2.20.1. Proposals shall be submitted on or before the Proposal Due Date and time mentioned in the Schedule of Bidding Process, set forth in Appendix 1 to the address provided in Clause 2.19.83 in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document, the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1. Proposals submitted by facsimile transmission or telex or email will not be acceptable.

2.20.2. NMC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

2.21. Late Proposals

2.21.1. Any Proposal received by NMC after the prescribed dead-line (Proposal Due Date) will be summarily rejected and returned unopened to the Bidder.

2.22. Modification and Withdrawal of Proposals

2.22.1. The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by NMC before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

2.22.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.18 and 2.19 with outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "TECHNICAL SUBMISSIONS" etc. as appropriate.

2.23. Confidentiality

2.23.1. Except as provided herein, information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NMC in relation to or matters arising out of or concerning the Bidding Process. NMC will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that individuals having access to such material treat the same in confidence. NMC will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has legal jurisdiction to require its disclosure or unless it is necessary to do so in order to enforce or assert any claim, right or privilege of NMC or to defend any claim, action or proceedings against NMC.

2.24. Clarifications Sought by NMC

2.24.1. To assist in the process of evaluation of Proposals, NMC may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be communicated by Letter/Fax/Email. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (01) day of such communication, or such timeframe as given by NMC for the same, to the satisfaction of NMC. It is in the interest of the bidder to provide reply within the timeframe failing which NMC may not accept the said information and no change in the substance of the Proposal would be permitted by way of such clarifications.

2.25. Cost of RFP Document

2.25.1. The RFP Document is priced at Indian Rupees (INR) 10,000 (Rupees Ten Thousand only) on non-refundable basis to be paid online on website <https://www.mahatenders.gov.in>.

3. Criteria and Methodology for Qualification and Evaluation

A. General

3.1. Qualification Parameters

- 3.1.1. The Bidder's competence and capability shall be established by following parameters:
- (a) Technical Capability of Bidder, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2.
 - (b) Financial Capability of the Bidder, evaluated in terms of turnover of the Bidder specified in Clause 3.3.
- 3.1.2. The Bidder shall meet the qualification criteria as detailed in Clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders, by NMC.

3.2. Technical Capability

The Technical Capability of the Bidder shall be evaluated in terms of:

- 3.2.1. The Bidder must have a minimum 03 (Three) years of experience in the business of manpower and associated services as on March 31, 2016.
- 3.2.2. The Bidder must have valid Labour Department license registration/ permissions for undertaking aforesaid activity.
- 3.2.3. In addition to above, the Bidder's competence and capability is proposed to be established in terms of the criteria set out in Clause 3.6. For demonstrating adequacy and appropriateness of the FCS requirement, the Bidder shall achieve at least 70 score/marks (the "Threshold Technical Capability").

Note: The Bidder should submit supporting documents as proof to meet the aforesaid criteria.

3.3. Financial Capability Criteria

- 3.3.1. The Bidder must have an average annual financial turnover of at least Rs. Ten (10) Crores per annum during the immediately preceding three (03) financial years. (Ref. Appendix 5).

The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report. It should be duly certified by the statutory auditor of the company.

- 3.3.2. In case the annual accounts for the latest financial year are not audited and, therefore, the Bidder could not make it available, the Bidder shall give an undertaking to that effect

and their statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two year preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

B. Evaluation Methodology

3.4. Opening of Proposal

3.4.1. NMC shall open the envelope labelled Packet 1: RFP Document Fee and Bid Security” and “Packet 2: Technical Submissions” on the Proposal Due Date as mentioned in Appendix-1, or at an appropriate time on the extended date for submission of Proposals as may be notified at the venue specified in Clause 2.19.8. Any information contained in the Proposal shall not in any way be construed as binding on NMC, its agents, successors or assigns, but shall be binding on the Bidder if the work is subsequently awarded to it under the Bidding Process on the basis of such information.

Any Proposal not accompanied with RFP Document Fee and valid Bid Security in the acceptable form as per Clause 2.15 of ITB will be summarily rejected by NMC as being non-responsive.

3.5. Test of Responsiveness

3.5.1. Bidders are expected to submit proposals complete in all respects. The required documents and details must be included. In the absence of the same, being material deviation or reservation, the Proposal is liable to be rejected.

3.5.2. A material deviation or reservation is one:

- (a) which affects in a substantial way, the scope, quality, and / or performance of the services under the FCS Agreement, or
- (b) which limits in a substantial way, inconsistent with the RFP Document, NMC rights or the Bidder’s obligations under the FCS Agreement, or
- (c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.5.3. NMC reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by NMC in respect of such Proposals.

3.6. Evaluation of Technical Submissions

3.6.1. As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Packet 2, shall be checked for eligibility, experience, financial capability, and other such compliances with the requirements of the RFP Document. NMC reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if the same is not responsive in terms of Clause 3.5.

3.6.2. Bidder who meets the requirements set out above, Technical Capability of the Bidder shall be evaluated and the composite score under the Technical Capability shall be the arithmetic of the marks /scores assigned to the Bidders under each of the criterion listed in this Clause 3.6.2.

The evaluation of Price Proposal shall be taken up only after meeting the Technical Threshold Capability requirements in terms of this RFP Document (as set out in Clause 3.2.3).

Threshold Technical Capability Criteria

Sr. No.	Criteria	Score / Marks
1	Agency's / Organization's Capability – Aggregate Number of Person Man-months deployed for the past 3 Years (i.e. In the period of April 01, 2013 to March 31, 2016)	Maximum 40
a)	Equal to or more than 25,000 person man-months	40
b)	Equal to or more than 20,000 but less than 25,000 person man-months	30
c)	Equal to or more than 10,000 but less than 20,000 person man-months	20
2	Average Annual Turnover for the preceding 3 years (i.e. from Financial Year (FY) 2013-2014 to FY 2015-16)	Maximum 20
a)	Equal to or More than Rs. 20 Crore	20
b)	Equal to or More than Rs. 15 Crore but Less than 20 Crore	15
c)	Equal to or More than Rs. 10 Crore but Less than 15 Crore	10
3	Relevant Experience: For at least 100 positions/designation/seats for the past 2 years (i.e. In the period of April 01, 2014 to March 31, 2016) in the following areas/field	Maximum 40
a)	Fare/Toll Collection Services	16
b)	Public interface services limited to public transport services such as drivers/ issue of licence/ driving licence/ registration certificates/ traffic marshals	10
c)	Other public interface services such as meter reading/ bill collection/ travel agent/ sales/ marketing promotions	8
d)	Other services /guards	6
	Total	Maximum Score 100

3.6.3. For purpose of shortlisting the Bidder should obtain at least 70 marks out of a total of 100 marks in the Technical Evaluation.

- 3.6.4. A list of such shortlisted Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.
- 3.6.5. NMC shall intimate a date for opening of Price Proposals to all Shortlisted Bidders and invite them for opening of the Price Proposals. Attendance at such opening of Price Proposals is, however, not mandatory.

3.7. Evaluation of Price Proposal

- 3.7.1. In Part II, the Price Proposals of all the Bidders who pass the Part I evaluation will be opened in the presence of the Bidders’ representatives who choose to attend. The Bidders’ authorised representatives who are present shall be required to sign and record their attendance.
- 3.7.2. The Bidders should submit Price Proposal in the format set out in Appendix 8 and 8A.
- 3.7.3. Proposal of the Bidders would be evaluated on the basis of the “Fare Collection Cost per Bus per Shift Per Day” or “CPBSD” quoted in the Price Proposal. Bidders would be ranked in the ascending order of the CPBSD in the Price Proposal. For example, the Bidder quoting the lowest CPBSD would be ranked “L-1”, the bidder quoting the next lowest CPBSD, ranked “L-2” and so on, set out in the table below:

Name of the Bidder	Price Proposal	Rank
	Lowest CPBSD	L-1
	Second Lowest CPBSD	L-2
	Third Lowest CPBSD	L-3
	n th Lowest CPBSD	L-n

3.7.4. Award Criteria

Subject to above, NMC will consider the Bidder whose Proposal has been determined to be responsive, complete and in accordance with the RFP Document and award criteria shall be in terms of the following:

Rank	Packages Order Quantity
L-1 (Lowest acceptable offer) Bidder	Package 1: Tentatively about 60% of total quantity (FCP requirement for 300 buses)
L-2 to Ln Bidder subject to matching the L-1 Bidder’s Price Proposal	Package 2: Tentatively about 40% of total quantity (FCP requirement for 187 buses)

The exact number of bus duty volume shall be contingent upon the mix of depot/parking sites allocation to the bus operators and the consequent volume of buses from the various depots/parking sites. NMC’s discretion and decision as regards distribution of volume between the two fare collection agencies will be final and binding on the fare collection agencies.

Note: Order quantities indicated in the table above are subject to increase or decrease upto 25%. This is for the reason that such services may be decided based on roll out by individual operators/depots which become operational. NMC decision in this regard shall be final.

In case the L-2 responsive Bidder does not agree to match the price of L-1 Bidder, L-3 responsive Bidder would be asked to match the price of L-1 Bidder and so on till a responsive Bidder agrees to match the price of L-1 Bidder for Award of the remaining quantity (Packages) in terms of the above table. In case none of the responsive Bidders other than L-1 agree to match the price of L-1 Bidder or there is only one responsive Bidder, in that case the balance Packages may also be awarded to L-1 responsive Bidder at the sole discretion of NMC. NMC's decision in this regard shall be final.

In the event that two or more Bidders quote the same lowest CPBSD (the "Tie Bidders"), NMC may:

- (a) invite fresh Price Proposals from the two or more Bidders who have quoted the same lowest CPBSD provided that the Bidders will not be allowed to quote higher than the amounts already quoted;

OR

- (b) take any such measure as it may be deemed fit in its sole discretion, including annulment of the Bidding Process.

- 3.7.4 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, NMC shall declare the Preferred Bidder as the Successful Bidder.

3.8. Notification

- 3.8.1. NMC will notify the Successful Bidder by facsimile or mail and by a letter in the format set out in Appendix 9 ("Draft Letter of Acceptance") that its Proposal has been accepted.

3.9. NMC's Right to Accept or Reject Proposal

- 3.9.1. NMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without any liability or obligation for such acceptance, rejection or annulment.
- 3.9.2. NMC reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFP Document at any stage, without any liability or obligation for such invitation and without assigning any reason therefor.
- 3.9.3. NMC reserves the right to reject any Proposal at any stage if:
 - (a) the Bidder does not respond promptly and thoroughly to requests for supplementary information requested by NMC for the evaluation of the Proposal; or
 - (b) one or more of the pre-qualification conditions has/have not been met by the Bidder; or
 - (c) the Bidder has made a material misrepresentation or such material misrepresentation is discovered at any time; or
 - (d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices.

- 3.9.4. If such disqualification / rejection occurs after the Price Proposals have been opened and a Bidder gets disqualified / rejected, then NMC reserves the right to take any such measure as may be deemed fit in the sole discretion of NMC, including annulment of the Bidding Process.
- 3.9.5. Proposals shall be deemed to be under consideration immediately after they are opened until such time that NMC makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, NMC and/or their employees/representatives on matters relating to the Proposals under consideration.
- 3.9.6. In case it is found, after the issue of the LOA or signing of the FCS Agreement or after its execution and during the subsistence thereof, that :
- (a) one or more of the pre-qualification conditions have not been met by the Bidder; or
 - (b) the Bidder has made a material misrepresentation; or
 - (c) the Bidder has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;

then the LOA or the FCS Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated by a communication in writing by NMC to the Successful Bidder without NMC being liable in any manner whatsoever to the Successful Bidder. In such an event, NMC shall forfeit Performance Security without prejudice to any other rights or remedy that may be available to NMC in this regard.

3.10. Acknowledgment of Letter of Acceptance (LOA) and Execution of FCS Agreement

- 3.10.1. On the basis of evaluation of Proposal, NMC shall issue a Letter of Acceptance (LOA) to the Successful Bidder set out in Appendix 9. Within Four (04) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to NMC the Acceptance Letter in the format set out in Appendix 10.
- 3.10.2. The Successful Bidder shall execute the FCS Agreement within seven (07) days of the issue of LOA or such time as indicated by NMC.
- 3.10.3. The Successful Bidder will immediately start making arrangements, upon receipt of LOA, for recruitments, stitching/procuring of uniforms for FCPs, training etc. to prepare and enable their deployment in bus operations.
- 3.10.4. DIMTS will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the FCS Agreement with the Successful Bidder /receipt of Acceptance Letter from the Successful Bidder.

3.11. Performance Security

- 3.11.1. The Successful Bidder shall furnish Performance Security as per Article 8.1 of FCMA and in terms of LOA, by way of an irrevocable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of “**Transport Manager, Nagpur Municipal Corporation**”, payable at Nagpur as required under the FCMA. For the avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934.
- 3.11.2. Failure of the Successful Bidder to comply with the requirements of Clause 3.10.2 or Clause 3.11.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, NMC reserves the right to take any such measure as may be deemed fit in the sole discretion of NMC, including annulment of the Bidding Process.

3.12. Rollout Plan

Fare Collection Personnel (FCP) deployment by the agencies will have to be undertaken almost immediately as buses are already operational.

Bus fleet augmentation is already underway and FCP Agency contracted for Trial run (which began from 5th December, 2016) has been tasked to deploy FCPs on expanding fleet. This is to make it abundantly clear that the agencies selected through this RFP process shall replace the Trial run FCP Agency.

The projected rollout plan is as under:

Month & Year	Total Projected Bus Fleet (Nos)
15 th April, 2017	300
15 th May, 2017	350
31 st May, 2017	400
30 th June, 2017	487

In view of the above, the selected agencies will have to mobilise resources in order to support the above rollout plan in the interest of the commuting public of the City.

4. Role of IBTM Operator

NMC has engaged an IBTM Operator who will be the programme manager for overall management of city bus operations including for coordinating with and monitoring the delivery and performance of FCP Agencies for and on behalf of NMC during the entire contract period. IBTM Operator would be responsible for the following:

- (a) Closely coordinating and monitoring the day to day operation of FCP agency/s and deployment of FCPs in bus operations.
- (b) To advise from time to time to FCP agency/s, on behalf of NMC, about schedule of services, service plan, deployment plan, changes and modifications thereof, improvement plan, remedial action against delinquencies/infractions etc. which will be binding on the FCP agency/s and will have to be adhered to and complied with.
- (c) Manage the contracts entered into between NMC and FCP Agency/s and monitor service delivery by FCP Agency/s as per their respective contracts.
- (d) Monitor and assess the volume of services and SLA compliance by the FCP agency/s and accordingly verify their bills for payment, which will be sent to NMC for the release of payment. NMC's assessment will be final in this regard.
- (e) Devise and implement Standard Operating Procedures (SOPs) for various aspects of and related to fare collection management.
- (f) Implement its own mechanism with respect to dealing with instances where any FCP is involved in any malpractice/cheating/malfeasance practice on the principle of natural justice. IBTM Operator's advice to the FCP Agency for barring a particular FCP/or any other related supervisor/employee from this project of bus operation shall be final and binding on the agency/s. This advice to the agency will be limited only to matters related to this project.
- (g) IBTM Operator's advice to FCP agency to comply with operation related matters will be final and binding on the agency/s.
- (h) Impart training to FCPs in undertaking the fare collection operation.

Appendix 1: Schedule of Bidding Process

NMC would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Last Date and time for submission of queries/ clarifications	March 30, 2017 by 3:00 PM IST
2	Pre-proposal meeting*	March 30, 2017 at 3:00 PM IST
3	Proposal Due Date	April 19, 2017 by 3:00 PM IST
4	Opening of Technical Submissions	April 20, 2017 at 12:00 PM IST
5	Opening of Price Proposals	To be indicated separately

*** Venue for Pre-proposal meeting**

Nagpur Municipal Corporation
Mahanagar Palika Marg, Civil Lines
Nagpur-440 001

Appendix 2: Format for Covering Letter

Date: _____

To

Transport Manager (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

Dear Sir,

Re: Proposal for Selection of Fare Collection Services Agency for providing fare collection and related services in operation of private stage carriage buses for Public Bus Service in Nagpur Urban Region

We have read and understood the Request for Proposal (RFP) Document in respect of the selection of Fare Collection Services Agency. We hereby submit our Proposal for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our Proposal in original, along with the information and documents as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional.
3. All information provided in the Proposal and in its Appendices is true and correct.
4. I / We shall make available to NMC any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by NMC.
5. I / We acknowledge the right of NMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.
7. I / We declare that:
 - (a) I / We have examined and have no reservations to the Bid Documents, including the Addendum (if any) issued by NMC.
 - (b) I / We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.12.6 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with NMC or any other public sector enterprise or any government, Central or State; and
 - (c) I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 2.12.4 to 2.12.6 of the RFP Document, no person acting for us

or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- (d) I / We do not have any conflict of interest in accordance with Clause 2.12.7 of the RFP Document.
8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for fare collection and related services, without incurring any liability to the Bidders, in accordance with Clause 2.11.2 of the RFP Document.
 9. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.
 10. I / We certify that I / we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on my/our ability to undertake the fare collection and related services, which relates to a grave offence that outrages the moral sense of the community.
 11. I / We further certify that in regard to matters relating to security and integrity of the India, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 12. I / We undertake that in case, due to any change in facts or circumstances during the Bidding Process, I/we become liable to be disqualified in terms of the provisions of disqualification, I/we shall intimate NMC of the same immediately.
 13. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by NMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned fare collection and related services and the terms and implementation thereof.
 14. In the event of my/ our being declared as the Successful Bidder, I / We agree to enter into a FCS Agreement in accordance with the draft that has been provided to me / us as part of the RFP Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 15. I / We have studied all the RFP Document /Bidding Documents carefully and also surveyed the requirements for fare collection and related services and other matters mentioned in the Bidding Documents including in Clause 2.12.2 and 2.17.2 of the RFP Document). I / We understand that, except to the extent as expressly set forth in the FCS Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by NMC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
 16. I / We undertake that we have not been barred by any entity of GOI or NMC or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process as on the Proposal Due Date.
 17. The CPBSD have been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP Document, draft FCS Agreement, our own estimates of costs and after a careful assessment of the fare collection and related services and all the conditions that may affect the Proposal.
 18. I / We confirm having submitted the Bid Security of Rs. 6,00,000 (Rupees Six Lakh only) to NMC in accordance with the RFP Document. The Bid Security in the form of a Demand Draft / Bank Guarantee is attached (strike out whichever is not applicable).

19. I / We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.

20. I / We agree and undertake to abide by all the terms and conditions of the RFP Document.

21. I / We agree to keep our Proposal valid upto _____ (180 days from Proposal Due Date).

Dated thisDay of, 2017.

Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **Selection of Fare Collection Services Agency** for providing fare collection and related services for buses for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model, including signing and submission of all documents and providing information / responses to Nagpur Municipal Corporation (“NMC”), representing us in all matters before NMC, and generally dealing with NMC in all matters in connection with our bid for the said contract

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 4: Format for Details of Bidder

1.
 - (a) Name
 - (b) Country of incorporation/registration
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business.
3. Details of individual/s who will serve as the point of contact / communication for NMC:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number:
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number:
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
5. Duly filled compliance form as per the details below:

COMPLIANCE FORM

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
1)	Is your company incorporated under the Companies Act, 1956/2013 for providing/ deployment of manpower services (Please specify date & attach copies of certificate of incorporation, certificate of commencement of business, Articles of Association and Memorandum of Association.)	
2)	Copy of Income tax returns for last three years ending 31-3-16	

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
3)	Valid Registration/ License for existing contracts(mentioned in clause 3.2.2) with Labour Department, Government of Maharashtra Please attach document.	
4)	Half yearly return form no. XXIV submitted last with the labour department.(please attach the copy)	
5)	Valid Registration of Service Tax. Please attach document.	
6)	Valid Registration with ESIC Please attach document	
7)	Valid registration with EPF Please attach document	
8)	Copy of PAN to be attached	
9)	Company has bank account along with proof	
10)	Whether Company has ever been debarred (clause 2.3.4), specify Yes/No	
11)	Company has experience of 3 years in in the business of manpower and associated services (in terms of clause 3.2) Please attach proof of the same	
12)	Company qualifies in respect of clause 3.2 and 3.3 Please attach proof.	

*** Note: Please note that in absence of above mentioned proofs/documents/not providing any information, Proposal may not be considered at all.**

Appendix 5: Format for Financial Capability of the Bidder

Bidder	(Rs. in Lakhs)		
	Annual Turnover		
	Year 1 (From ---- to ----)	Year 2 (From ---- to ----)	Year 3 (From ---- to ----)

Name & address of Bidder's Bankers:

General Instructions:

1. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. Certificate from the statutory auditor of the company as per clause 3.3.1.

Appendix 6: Contract Executed by the Bidder

(For a period of last three years i.e between April 01, 2013 to March 31, 2016)

The details of Contract Executed by the Bidder for deployment of manpower services are as given below and in terms of Appendix 6A:-

No.	Client	Date of Commencement	Date of Completion	Person Man-months	Nature of Services *	Value of work (in Rs.)
1						
2						
3						
4						
5						
Total						

* Refer Clause 3.6.2 of this RFP Document

Dated thisDay of, 2017

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

1. Provide the details of man-month calculation for each reference given together with supporting documents failing which the same would not be considered for evaluation. For example, 100 personnel deployed in a project for three months would amount to $100 \times 3 = 300$ person-months.
2. *It may be noted that in the absence of anyone of the above (including copy of the order from client, work completion certificate and supporting documents), the information would be considered inadequate and could lead to exclusion of the relevant experience in evaluation of experience.*

Appendix: 6A

It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant experience/contracts in evaluation of experience.

- The Bidder shall provide a certificate from its Statutory Auditor in format given below :

This is to certify that _____ (<i>Name of the Bidder</i>)		
Description	Value	
Aggregate Number of Person Man-months deployed for the past 3 years (i.e. In the period of April 01, 2013 to March 31, 2016)		
Average Annual Turnover for the preceding 3 years (i.e. from Financial Year (FY) 2013-14 to FY 2015-16)		
Relevant Experience: (specify the area of experience and number of positions deployed in the past 2 years i.e. In the period of April 01, 2014 to March 31, 2016), refer Clause 3.6.2 of this RFP Document)	Number of positions/ Designations	Field/area of experience
a)		
b)		
c)		
d)		
Signature of the Statutory Auditor of the Bidder		

- The Statutory Auditor shall consider client certification/ actual order executed for providing such certification. Copy of relevant document which the statutory auditor considers for evaluation shall be submitted along with this certificate.

Appendix 7: Format of Bid Security

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To

Transport Manager (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

Bid No. _____

Date of Opening _____

KNOW ALL MEN by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Transport Manager (Transport Department), Nagpur Municipal Corporation (hereinafter called "NMC") for the sum of Rs. _____ (Rupees _____ only) for which payment truly to be made to NMC, the Bank hereby binds itself, its successors and assigns by these present.

Whereas..... (NAME OF BIDDER) has submitted its bid dated..... (date of submission of bid) for the for engagement of Agency for providing fare collection and related services for Public Bus Service in Nagpur Urban Region in terms of the Request for Proposal due on ----- issued by NMC, (hereinafter called "the Bid").

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. 6,00,000 (Rs. Six Lakhs only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We agree as follows:

- (a) That NMC may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between NMC and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any demand made by NMC shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:
 - (i) the Bidder, in case his Proposal is accepted by NMC, executes a FCS Agreement after furnishing the Performance Security as per the provisions of the RFP Document; or
 - (ii) 90 (ninety) days from the Proposal Validity Period
- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation as per RFP Document are:
- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1 or
 - (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
 - (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.10.1; or
 - (d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
 - (e) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.
 - (f) If the Bidder, having been notified of the acceptance of his Proposal by NMC, during the period of Proposal Validity Period:
 - I. fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders and/or
 - II. fails or refuses to enter into a FCS Agreement within the time limit specified in the Instructions to Bidders.

We undertake to immediately pay to NMC in Nagpur the above amount upon receipt of its first written demand, without NMC having to substantiate its demand, provided that, in its demand, NMC will note that the amount as claimed by it is due to it owing to the occurrence of any one or more of the conditions mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS

_____ ,

NAME OF THE WITNESS

_____ ,

ADDRESS OF THE WITNESS

NAME OF OFFICIAL _____

DESIGNATION _____

STAMP/SEAL OF THE BANK

Appendix 8: Contents and Format of Price Proposal

Date: _____

To

Transport Manager (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

Dear Sir,

I/We _____ herewith submit Price Proposal for selection of my/our firm as an agency for providing fare collection and related services for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model, as per terms and conditions of RFP dated _____ issued by Nagpur Municipal Corporation.

The **CPBSD**, inclusive of wages of and statutory contribution towards employment by us of Fare Collection Personnel and management cost etc. **per shift per bus per day** as given in Appendix 8A for carrying out the entire scope of services, will be Rs. _____ (in words -----) during the contract(subject to revision in Appendix 8A).

The Service Tax and educational cess as applicable on the date(s) of payment(s) shall be paid over and above the CPBSD by NMC.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address: _____

Place: _____

Date: _____

Appendix 8A: Format of Break- Up of Price Proposal

Sr. No.	Description	Cost Per Bus Per Shift* Per Day (in Rs.)
A	Applicable Minimum Rate of Wage in Scheduled Employment under the Minimum Wages Act, 1948 in the State of Maharashtra in Zone I for Skilled-C person ^(1, 2, 3)	Rs. 354.88
B	ESI contribution by the Agency ⁽⁴⁾	@ 4.75 % of A = Rs. 16.86
C	PF contribution by Agency (Weighted average value for all Personnel) including service charge @ 1.36% of PF ⁽⁵⁾	@(12% +1.36%) of Rs. A= Rs. 47.41
D	Minimum Statutory Bonus ⁽⁶⁾ (Weighted average value for all Personnel)	@8.33% of A = Rs. 29.56
E	Annual Leave with Wages ⁽⁷⁾ (15 days per year)	=15/(365-52-3-15) * A= Rs.18.05
F	Total (A+B+C+D+E)	Rs. 466.76
G	Management Fee and Overheads ⁽⁸⁾	To be Quoted by the Bidder (As Percentage of F) (upto one (1) decimal place i.e. XX.X% of F)
H	Fees payable to Agency On Per Day Per Shift Per Bus Basis (the "Bid Criteria")	$F*(1+G/100) = H$ (Refer illustration in Note 9)

** a shift typically means 8 hours steering duty excluding half an hour break during shift as per provisions of Motor Transport Worker Act.*

Notes:

- (1) The Applicable minimum wage rate shall be revised based on notifications no. MWA-32010/CR-1281/LAB-7 dated 20th July, 2010 and subsequent substitution dated 28th July, 2011 MCG pt I-L Ext issued by Labour Department, Government of Maharashtra for Skilled-C Labour in Zone I for Public Motor Transport (ref: website :<https://mahakamgar.maharashtra.gov.in/notifications.htm>, and aforementioned notifications and special allowance revised vide notification dated 4th February, 2017 prevalent wef 1st January, 2017 to 30th June, 2017).
- (2) As on date of bidding, the latest notification is dated 4th February, 2017.
- (3) For the operation of duties spanning between 8 hours to 12 hours, fee payable (i.e. H) will be on prorated basis. Please note that deployment of FCPs on such duties shall comply with Motor Transport Workers Act, 1961 and associated costs should be included in Management Fee and Overheads (G).
- (4) Employees State Insurance Act, 1948 shall be applicable for ESI contribution to Agency's Personnel.
- (5) Agency will be fully liable to extend benefits to agency personnel of EPF as per EPF Act 1952. The PF contribution by Employer shall be as per the provisions of EPF Act 1952.

- (6) Minimum Statutory Bonus as per the Payment of Bonus Act, 1965. The Agency shall submit details of bonus amount due and payable along with details of eligible beneficiaries (employees) by 30th June every year to NMC and after undertaking necessary due diligence NMC shall make payment by 30th September every year. For the final year of the contract (1st July of the third year to end of the contract) the applicable bonus amount will be settled within 60 days from the date of successful completion of the Agreement.

Fee payable to the Agency (including the Management Fee and Overheads) shall be computed after making due adjustment on account of Minimum Statutory Bonus amount payable during the month.

- (7) Annual Leave with Wages as per the Motor Transport Workers Act, 1961

- (8) The Management Fee and Overheads shall include the following :

- (a) Cost of Third Party Verification
- (b) Necessary insurance cover for Personnel/losses in terms of good industry practices.
- (c) Supervisors required for management of FCS Personnel. Minimum number of supervisors shall be as follows :
 - Upto 100 Buses : 4 supervisors
 - For each additional 50 Buses : 2 additional supervisors
- (d) Uniform for the Personnel
- (e) All other overheads costs, management fees, profits etc.
- (f) Gratuity as per the Payment of Gratuity Act, 1972.
- (g) Any overtime liable to be paid to FCPs on account of duty hours more than 48 hours in a week according to provision of Motor Transport Workers Act, 1961 and Payment of Wages Act, 1936 and other relevant laws of the land.

- (9) Illustration : $F \cdot (1 + G/100) = H$

- a) Let $F = 466.76$
- b) Let $G = 4.7\%$
- c) Therefore $I = 466.76 \cdot (1 + 4.7/100)$
 $= 466.76 \cdot (1.047)$
 $= 488.70$

It is expressly set out that any payments, which are statutory in nature, shall be released in terms of reimbursements .i.e. adequate and sufficient project specific proof to the satisfaction of NMC should be provided to claim such payments. Specific instances which be immediately considered are EPF, ESI, Bonus, Annual leave with wages, maternity leave etc.

Other Conditions:

- (i) Fees are subject to change based on change in Applicable Law and upto the extent of such change in the Applicable Law.
- (ii) Maternity Leave for FCP in terms of the Maternity Benefit Act, 1961 and payment shall be made at actuals over and above the Fees subject to submission of necessary documents/proof.

- (iii) Any of the Agency's Personal engaged on overtime shall be entitled to remuneration for such overtime in terms of the Motor Transport Workers Act, 1961. Overtime payment shall not be a reimbursable component by NMC and it shall be borne by the Agency.
- (iv) Agency shall submit its monthly bills towards monthly charges payable to the agency along with date-wise duty-roster sheet for the said billing period duly certified by the person authorized by NMC in this regard on or before the 3rd day of the month.
- (v) Payments on account of provision of service on the national holidays, shall be paid at 100% additional Wages (refer A table above).
- (vi) Performance Adjustments and Recoveries
 - (a) The performance standards and the default charges shall be in accordance with Schedule 4.
 - (b) The default charges shall be subject to a maximum of 20% of the monthly Fees payable to the Agency for that month without netting out any recoveries.
 - (c) Any difference in the actual cash deposited by its Personnel with respect to estimated revenue from the ETM & Pre-printed tickets records shall be recovered from the Agency Fees.
 - (d) The Agency shall be solely and completely responsible for any damage to or theft from any act or negligence of Agency's personnel, and such costs shall be recoverable from the Agency Fees and in case of ETM or Pre-printed tickets, such costs shall be payable directly to NMC by the Agency upon such claim. Requisite due diligence and process including lodging of FIR shall be the sole responsibility of Agency. Agency's responsibility shall extend to (a) ETM/ pre-printed tickets, (b) asset of IBTM Operator/NMC/ Bus/ related infrastructure of the Project, or (c) claims sustainable against NMC, (d) any such claim. The extent of such recovery shall be based on assessment of NMC.

Signature of Bidder (With Stamp of the Bidder)

Name: _____

Business Address: _____

Place: _____

Date: _____

Appendix 9: Format for Draft Letter of Acceptance (To be issued by NMC)

Date:

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Engagement of Agency for providing fare collection and related services for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("SB") in response to the Request for Proposal ("RFP") Document (along with the amendments made thereafter) released by Nagpur Municipal Corporation ("NMC") on _____ {date of release of RFP Document}.
2. The aforesaid Proposal was considered and evaluated by NMC for this purpose.
3. *Further, subsequent discussions were held with you on _____ and the summary of such discussions is set out in the enclosure/s. {To be inserted where such discussions have been held}*
4. NMC is now pleased to inform that (name of the SB) has been selected as the Successful Bidder for the subject contract.
5. This letter is intended to convey NMC's acceptance of the Proposal submitted by..... (name of the SB), wherein (name of the SB) has the lowest rates of CPBSD for providing fare collection and related services for Public Bus Service In Nagpur Urban Region to be operated by private operators on gross cost model.
6. You are hereby requested to enter into Contract through your authorized signatory, within Four (04) days from the date of this letter.
7. Further, you are also requested to comply, within seven (07) days from the date of receipt of this Letter of Acceptance, with the conditions set out below:
 - (a) Furnish a Performance Security from a nationalized Bank of a sum of Rs..... (Rupee only), in terms of the draft FCS Agreement;
 - (b) Execution of the FCS Agreement.

Kindly note that this communication by itself does not create any rights or contractual relationship with NMC. Any such right or relationship shall come into effect upon complying with conditions set out in Para 7 and the execution of FCS Agreement.

Yours truly,

Appendix 10: Format of Acceptance of Letter of Acceptance

(To be issued submitted by Successful Bidder to NMC)

Date: (Within four (4) days of date of LOA)

To

Transport Manager (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

Subject: Letter of Acceptance for Engagement of Agency for providing fare collection and related services in operation of private stage carriage buses for Public Bus Service in Nagpur Urban Region

We are pleased to acknowledge the Letter of Acceptance issued by DIMTS vide their letter Ref. dated..... for Agency for providing fare collection and related services in operation of private stage carriage buses buses for Public Bus Service in Nagpur Urban Region.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within seven (07) days of the date of the LOA:

1. Execute the FCS Agreement
2. Furnish a Performance Security of the amount of Rs..... as per the terms of the FCS Agreement

.....
Name of Successful Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letter Head of the Bidder*

Part II - Draft Fare Collection Services Agreement

AGREEMENT

BETWEEN

NAGPUR MUNICIPAL CORPORATION (NMC)

AND

[NAME OF AGENCY]

AND

**IBTM OPERATOR
(DELHI INTEGRATED MULTI-MODAL TRANSIT SYSTEM LIMITED)**

This Fare Collection Services Agreement (FCSA) is entered into on the _____ day of _____(Month), Two Thousand and Seventeen,

BETWEEN

Nagpur Municipal Corporation, acting through its authorised signatory and having its office at, Mahanagar Palika Marg, Civil Lines, Nagpur-440 001 (hereinafter referred to as “NMC”, which expression shall, unless repugnant to the context thereof, mean and include its successors or assigns) of the FIRST PART;

AND

....., a company incorporated under the provisions of the Company Act, 1956, having its registered office at (hereinafter referred to as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the SECOND PART;

AND

Delhi Integrated Multi-Modal Transit System Limited, a company incorporated under the provisions of the Company Act, 1956, having its registered office at 1st floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi 110006 (hereinafter called the “IBTM Operator”) of the THIRD PART.

NMC, Agency and IBTM Operator are hereinafter individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS:

- A. Nagpur Municipal Corporation (NMC) is providing Public Bus Service in Nagpur Urban Region through private operators on gross cost model, under concession agreements signed between NMC and the operators (“Project”).
- B. NMC has appointed DIMTS as an Integrated Bus Transport Management (IBTM) Operator by Nagpur Municipal Corporation (NMC) to manage the operation of buses operated as part of Public Bus Service in Nagpur Urban Region.
- C. NMC had invited sealed Proposals for selection of agency to provide fare collection and related services (the “FCS Agency”) for buses or stage carriages operated as part of the Project in terms of RFP dated _____;
- D. The primary work of FCS Agency will be to depute suitable personnel to operate hand held electronic ticketing machines (ETMs), issue tickets and collect the prescribed fare from passengers of the buses operating under the Project. The money collected shall be required to be deposited by FCS Agency at designated depot/ location in terms of direction of NMC;
- E. In response thereto, NMC received proposals from bidders and after due evaluation thereof, accepted the proposal submitted by _____ (the Agency) and accordingly, NMC issued a Letter of Acceptance Ref. No. _____ dated _____;
- F. DIMTS is entering into this agreement, in its capacity as NMC’s IBTM Operator, with a view to enable effective coordination between NMC and the Agency by way of discharging the role entrusted to it as set out in Schedule 7 to this Agreement;

G. The Parties have now agreed to enter into this Agreement to record their entire understanding with regard to the subject matter hereof, subject to and on the terms and conditions set forth hereinafter;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

Article 1

1.1 Definitions

For the purposes of this Agreement, the following expressions shall have the following meanings:

- (a) **“Agency” or “FCS Agency”** shall mean the successful bidder with whom the FCS Agreement is signed by NMC and shall include legal representatives, successors and permitted assigns of such successful bidder.
- (b) **“Agreement” or “Fare Collection Services Agreement” or “FCSA”** shall mean this agreement and as may be varied, amended, modified or supplemented from time to time, in writing, by agreement of the Parties to be entered into between NMC and the Agency for providing fare collection and related services for the Project.
- (c) **“Agreement Period”** shall mean a period of Six (6) months, extendable by successive periods of 3 months subject to total Agreement Period not exceeding one (1) year from the Appointed Date from the date of signing of the agreement subject to any extension or termination as provided for in the Agreement.
- (d) **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to this Agreement and shall include but not limited to the following :
 - Minimum Wages Act 1948,
 - Industrial Disputes Act, 1947;
 - Employees State Insurance Act, 1948;
 - Employees Provident Fund and Miscellaneous Provisions Act, 1952;
 - Payment of Wages Act, 1936;
 - Payment of Gratuity Act, 1972;
 - The Factories Act, 1948;
 - Professional Tax Act;
 - Contract Labour (Abolition & Regulation) Act, 1970;
 - Workman Compensation Act;
 - The Motor Transport Workers Act, 1961
- (e) **“Appointed Date”** means the date of this Agreement.
- (f) **“Bus” or “Stage Carriage”** means the city buses operational under the Project in terms of details set out in Schedule 1.
- (g) **“Confidential Information”** means the information of a confidential nature disclosed, furnished or communicated (if in writing, machine readable form, text,

drawings, photographs, graphics, designs, plans or any other form whatsoever, identified or marked to be “confidential” prior to their disclosure or, if disclosed orally, stated at the time of disclosure as being “confidential”. Confidential Information shall include all information relating to any business opportunities in relation to the purpose and contact information of individuals or other entities of a third party involved, directly or indirectly, disclosed by NMC in any manner whatsoever.

- (h) “**Collection Services**” means to operate hand held ETM, issue ticket, collect prescribed fare from passenger of the Bus and depositing money collected at designated depot/ location through deployment of eligible Personnel on the Buses and perform necessary duties in terms of direction of NMC as part of the Project in accordance with Schedule-1 to this Agreement.
- (i) “**ETM**” shall mean electronic ticketing machine provided by NMC to the FCS Agency and to be used for issue of tickets to passengers on board a Bus by FCP.
- (j) “**Fare Collection Person**” or “**FCP**” shall mean the persons employed by the Agency for providing the Collection Services on board the Bus.
- (k) “**Force Majeure**” shall have the same meaning as ascribed to it in Clause 16.
- (l) “**IBTM Operator**” shall mean Delhi Integrated Multi-Modal Transit System Limited engaged by NMC in such capacity.
- (m) “**Infrastructure Facilities**” means the ETM, depot space, space on board the Bus and other such incidental facilities required by the Agency to deliver the Collection Services.
- (n) “**Intellectual Property**” means any patents, Trade Marks, service marks, Trade Names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or capable of registration and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- (o) “**Material Adverse Effect**” means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- (p) “**Material Breach**” means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Collection Services or the Project, and which such Party has failed to cure.
- (q) “**NMC**” means Nagpur Municipal Corporation.
- (r) “**Personnel**” shall mean the persons employed/engaged by the Agency for providing the Collection Services.
- (s) “**Project**” means the stage carriage buses, operated by private entities on gross cost model in Nagpur Urban Region, under concession agreements signed between NMC and the private operators.
- (t) “**Statutory Payments**” means the payments required to be made to Government Authorities in terms of Applicable Law.

1.2 **Interpretation**

- (a) In this Agreement (unless the context requires otherwise), any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to:
 - (i) that enactment as amended, extended or applied by or under any other enactment before, on or after the date of this Agreement;
 - (ii) any enactment which that enactment re-enacts (with or without modification); and
 - (iii) any subordinate legislation (including regulations) made (before, on or after the date of this agreement) under that enactment, as re-enacted, amended, extended or applied as described in paragraph (i) above, or under any enactment referred to in paragraph (ii) above.
- (b) In this Agreement, reference to including and include shall be construed to mean “including without limitation” and “include without limitation” respectively.
- (c) In this Agreement, references to a person shall be construed so as to include any individual, firm, company, unincorporated association of persons, government, state or agency of a state or any joint venture, association, partnership, or employee representative body (whether or not having separate legal personality).
- (d) In this Agreement, references to times of the day are to local time in the relevant jurisdiction unless otherwise stated.
- (e) In this Agreement, references to INR or Indian Rupees are to the lawful currency from time to time of the Republic of India.
- (f) Where there is any inconsistency between the definitions set out in this Clause I and the definitions set out in any other clause or schedule, then for the purposes of construing such clause or schedule, the definitions set out in such clause or schedule shall prevail.
- (g) In this Agreement:
 - (i) words importing the singular shall include the plural and vice versa; and
 - (ii) references to a person save as otherwise provided in this Agreement shall include the successors or permitted assigns of that person (immediate or otherwise).
- (h) The headings in this Agreement do not affect its interpretation and are for convenience only. Any schedule or annex to this Agreement shall take effect as if set out in this agreement and references to this Agreement shall include its schedules and annexure.
- (i) In this Agreement, unless the contrary intention appears, a reference to a Recital, Article, Subclause, paragraph, subparagraph, Schedule or item is a reference to a Article, sub-clause, paragraph, subparagraph, Schedule or item of this Agreement.

AGREEMENT

Article 2

- 2.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, NMC hereby appoints the Agency for providing Collection Services and the Agency

hereby accepts the same on the following basis, subject to the terms and conditions of this Agreement:

- (a) The Collection Services shall be for the Agreement Period; and
- (b) Agency cannot delegate or sub-contract any part of the Collection Services to any Person without the prior written consent of NMC.

2.2.1 Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership, joint venture or agency between the Parties. Neither Party shall have any right or authority to represent on behalf of the other nor shall any such representation to third party (ies) bind the other in any manner whatsoever. This Agreement is being entered into on a principal to principal basis. The Agency shall be fully independent in exercising its rights and/or performing any/all its services. The Agency shall not act or hold itself out as a servant or employee of NMC.

MOBILIZATION AND DURATION OF AGREEMENT

Article 3

- 3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Agency agrees to provide the Collection Services for a period of three (03) years from the date of signing of this Agreement, unless terminated earlier in accordance with the provisions of this Agreement. Subject to the satisfactory performance of the Agency, the Agreement may be extended by NMC for a further period of 2 years, at NMC's sole and absolute discretion.
- 3.2 The Agency shall mobilize resources within 30 days of date of signing of the Agreement or such period as may be indicated by NMC. A delay beyond 30 days shall need to be compensated @ Rs. 1,000/- per bus per day.

RIGHTS AND OBLIGATIONS OF AGENCY

Article 4

- 4.1 The Agency shall, subject to and in terms of this Agreement, have the right to:
 - (a) provide Collection Services in terms of this Agreement;
 - (b) raise claim and receive Fees based on the value of Collection Services provided, subject to Performance Adjustment in terms of Schedule 3; and
 - (c) use Infrastructure Facilities in terms of this Agreement.
- 4.2 The Agency shall be obliged to:
 - (a) undertake the Scope of Collection Services as set out in Schedule 1;
 - (b) employ/ engage necessary manpower for delivering Collection Services and ensure that the personnel so deployed are qualified and competent to undertake the assigned tasks, follow the instructions issued to them and adopt relevant code of practice and conduct issued by NMC and is set out in Schedule 2 which may be amended/rectified from time to time by NMC at its sole discretion;
 - (c) comply and adhere to Applicable Laws and submit necessary proof of such compliance at the request of NMC and ensure that relevant application for renewal of relevant licences and permits as may be required is submitted to competent authority to ensure continued and uninterrupted Collection Services;
 - (d) make all the statutory payments with respect of Applicable Laws including laws dealing with labour. Agency shall furnish a monthly certificate to NMC to signify

its compliance with all the applicable laws. Agency shall also furnish ESIC and EPF Challans (duly stamped by the Bank concerned), EPF & ESIC inspection reports issued by RPFC & ESIC authorities and Bank statement showing EPF & ESIC cheque amount to prove compliance regarding deposit of its employees' statutory dues with the regulatory authorities concerned. These Challans shall be furnished along with monthly bills in addition to bi-annual returns;

- (e) ensure that all salaries/wages of all Personnel are released/ credited to their respective Bank account by 7th of every month for the corresponding previous month. This is to bring all FCP at par irrespective of the Agency and also to ensure uniform payment and accounting cycle at NMC end;
- (f) be and remain responsible and liable under Workmen's Compensation Act, 1923 and / or any other statute or any amendment thereof, or any liabilities arising under any Applicable Law as may be applicable as may be amended from time to time in case of death of or injury to any of the personnel deployed by Agency. However, under the extreme circumstance of any such claim resulting in money being paid by NMC, the same shall be recovered either by way of deduction(s) from the running account bills of Agency or recourse to any other remedy as may be available to NMC under the agreement or under law for such recovery from Agency;
- (g) release and indemnify NMC, IBTM Operator, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to NMC or for which it is responsible) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Agency, it's employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise, provided always that the Agency shall not be liable to indemnify NMC for any injury, loss, damage, cost and/or expense to the extent that the negligence of NMC, their employees, agents or contractors is shown to have significantly contributed to the said injury, loss, damage, cost and/or expense;
- (h) obtain and maintain in force, on and from the Appointed Date, all insurance of an adequate level in accordance with the provisions of this Agreement and Good Industry Practice;
- (i) furnish and maintain the Performance Security and Security Deposit in terms of Article 8;
- (j) ensure continued compliance with Performance Standards in terms of Schedule 3;
- (k) ensure safety, security and functioning of various equipment installed on the Bus by NMC/ DIMTS or any other agency nominated by NMC.
- (l) maintain a complete and correct set of records pertaining to all activities relating to the performance of the Collection Services (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment). ("Records"). The aforesaid shall be maintained during the Agreement Period Term and for a period of not less than one (1) year from expiry of this Agreement ("Retention Period") or handed over to NMC in case of Termination and shall made available its staff for interview/discussion;
- (m) where NMC is bound by a court's decision, law or act including Right to Information Act, provide all necessary assistance to NMC;

- (n) notify NMC within 14 days of any changes to the Agency directors, senior management and key personnel involved;
- (o) recognizes NMC, appointed and acting on behalf of NMC, for managing and overseeing the Collection Services. The Agency shall follow all directions given by NMC as per the terms of this Agreement for efficient operation and maintenance, thereof;
- (p) agrees that NMC shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action;
- (q) procure and maintain in full force and effect, as required, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Collection Services;
- (r) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed/engaged, in connection with the performance of its obligations under this Agreement, remain solely responsible for compliance with all labour laws and liable for all possible claims and employment related liabilities of its staff employed in relation with the Collection Services the Agency hereby, indemnifies NMC/ IBTM Operator against any claims, damages, expenses or losses and that in no case and shall for no purpose shall NMC be treated as employer in this regard;
- (s) not to place or create and nor permit any contractor or other person claiming through or under the Collection Services to create or place any Encumbrance or security interest over all or any part of or on any rights or interest of NMC under this Agreement, save and except as expressly set forth in this Agreement;
- (t) provide and maintain all necessary safety, health and welfare facilities for its staff and employees;
- (u) indemnify and hold harmless NMC/ IBTM Operator and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Agency in connection with the performance of its obligations under this Agreement or any activity incidental thereto.
- (v) effective from the Appointed Date, pay in terms of Applicable Laws all stamp duties and other applicable taxes, fees, levies and cess in respect of the services provided for the Project;
- (w) submit an undertaking in the form of an affidavit that the agency will not be involved in any 'corrupt /undesirable/malpractice' in any form while conducting this contract. Any employee/s of the agency found involved in any way shall be relived with immediate effect from the activities pertaining to this Agreement;
- (x) Obtain and maintain in force on and from the Appointed Date, a group accidental insurance cover amounting to a minimum of Rs. 3 lakhs per Personnel;
- (y) Give ex-gratia amount of Rs.75,000 to the next of the kin in case of death on an immediate basis, over and above the aforesaid group accidental insurance; and
- (z) The Agency shall ensure that relevant part of Payment of Wages Act 1936 is followed in true earnest with respect to deduction and fines. It is observed that the fines under the Act cannot exceed three percent (3%) of wages payable for the period and such period cannot exceed one month.

RIGHTS AND OBLIGATIONS OF NMC

Article 5

5.1 NMC agrees to observe, comply and perform the following:

- (a) ensure peaceful enjoyment of the FCSA Agreement by the Agency during the tenure of the Agreement subject to the terms and conditions of this Agreement;
- (b) make timely payment of the Fees; and
- (c) make available Infrastructure Facilities to the Agency for performing his obligations under the Agreement;

5.2 NMC shall have the right to:

- (a) ensure compliance of Agency's obligations in terms of this Agreement;
- (b) manage the Agreement to facilitate compliance with Applicable Laws, without any obligation or claim on NMC for any situation/ event which is set out as a responsibility of the Agency;
- (c) deduct from the Fees of the Agency, any unpaid/ overdue tax/levy applicable to Agency in relation to the Agreement, on receipt of a notice thereof from the authority / government department concerned and deposit such amounts with the department / authority.

SAFETY AND SECURITY

Article 6

6.1 Without limiting any other obligation imposed under this Agreement, the Agency shall take all necessary steps to ensure safety, security and well-being of all persons including:

- (a) members of the public;
- (b) passengers boarding, travelling on and alighting from the Buses;
- (c) all employees, agents and contractors of NMC whilst on or visiting any of the Buses for any purpose in connection with this Agreement; and
- (d) other road users.

Further, the Agency shall:

- (a) promptly report to NMC or other relevant authority any circumstance or thing that may compromise the safety and security of passengers or other members of the public and is known or ought reasonably to be known to the Agency;
- (b) cooperate with members of the police or any other law enforcement agency; and
- (c) provide the police or any other law enforcement agency with any information, access or other form of assistance reasonably required for the safety and security of passengers or the good management of the public transport system in Nagpur Urban Region.

6.2 Personnel of the Agency

The Agency shall be solely responsible for all the personnel and employees which are employed directly or engaged by the Agency. The Agency while appointing the personnel will specifically inform in writing to the Personnel that Personnel on being appointed for the purpose of providing fare collection services cannot claim any right or privileges or future engagement as employees of NMC. NMC shall not be responsible for any liability of the Agency towards the statutory payments to the Personnel working under them. The Agency shall hold NMC and IBTM Operator harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.

PAYMENT OF FEES TO THE AGENCY

Article 7

In consideration of Agency discharging its obligations in accordance with this Agreement, NMC agrees and undertakes to make payment against the Invoice in terms of Schedule 3 and this Article.

7.1 Invoice for Fee

- (a) The Agency shall submit an invoice at the end of every calendar month (the "Invoice") specifying:
 - (i) Details of Buses ("Bus Duties") where Collection Services were provided;
 - (ii) Total Amount of Fee payable for billing period based on details set out in Schedule 3; and
 - (iii) Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.

7.2 Taxes

- (a) The Fees indicated are exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess. Present combined rate of such taxation is 15%.
- (b) The Agency shall invoice clearly indicating the Fees and the applicable Service Tax plus Cess payable. In the eventuality of Service Tax merges into any other tax say GST, the same shall become payable by NMC at actual.
- (c) No other tax / levy/ cess is payable by NMC besides the tax indicated in Clause 7.2.
- (d) NMC shall pay amounts payable to the Agency after making suitable deduction such as Income Tax Deduction at Source ("TDS"). NMC shall deposit the TDS with the relevant tax authorities and provide proof thereof to the Agency within 30 (thirteen) days of TDS being deducted.

7.3 Payment

- (a) NMC agrees to release payment equal to amount (A) as set out in Schedule 3 against the Invoice within three (3) working days (excluding Saturday, Sunday and holidays) from the date of receipt of the certified Invoice and following document:
 - (i) Bank statement of release of monthly wages to individual Personnel through ECS.

- (b) NMC agrees to release balance payment against the Invoice, after making Performance Adjustments, within seven (07) days from the date of receipt of the certified Invoice and following documentation :
- (i) Undertaking regarding compliance towards EPF, ESI and Service Tax deposit supported by challans signifying deposit of ESI & EPF contributions and Service Tax. Submit a certificate/undertaking for Payment of Service Tax as per the format provided in Annexure A of Schedule 3.
 - (ii) Payment of EPF and ESI shall be made based on actual payment made by the Agency for the Project to relevant authority, therefore, it means that such payment shall be made in terms of reimbursement of actual monies paid to relevant government agency and on submission of such project specific proof. Shall also submit Certification for PF, ESI & Minimum wages in terms of format provided in Annexure B of Schedule 3.
 - (iii) Copy of License obtained with regard to this Agreement under Section 12(1) of the Contract Labour (Regulation Abolition) Act, 1970 from the office of the concerned Registering Officer along with Certificate signifying compliance of the relevant provisions of the Act.
 - (iv) Register of Contract Labour i.e. Register of Fine, Register of Overtime, Register of Advance, Register of Deduction & Demurrages and Register of Employment for verification as and when required by NMC.
 - (v) Half yearly return submitted to Labour Department in form no. XXIV in applicable months

PERFORMANCE SECURITY AND DEPOSITS

Article 8

8.1 The Agency shall, for due and punctual performance of its obligations hereunder relating to the Collection Services, deliver to NMC, simultaneous with the execution of this Agreement, a bank guarantee from any scheduled commercial bank, in the form as set forth in Schedule 6, (hereinafter referred to as "Performance Security"). The Performance Security is to ensure due performance of all obligations of the Agency under this Agreement against an Event of Default by the Agency and/or any Material Breach of its obligations hereunder. Performance Security shall be submitted in terms of the milestones set out below:

Milestone	Value of Performance Security
Upon execution of this Agreement	Equal to 8 (eight)% of Fee for 150 Bus Duties (i.e comprising two bus shift duties) for one year [i.e 8% of (150 bus shift duties X 2 X 365 X Fee quoted per bus duty)]
Upon introduction of every additional 150 Bus Duties	Additional Performance Security equal to 8 (eight)% of the Estimated Annual Payment for every additional 150 Bus Duties. The Additional Performance Security shall become due immediately upon introduction of next slab of Bus Duties beyond 150, and so on.

Performance Security shall be kept valid for a period of at least 12 (Twelve months) from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Agency's Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to NMC, if any, from the Agency under this Agreement, be duly discharged and released to the Agency.

- 8.2 The Performance Security shall be kept in force through periodic renewable, prior to expiry of the previous Performance Security. The Performance Security shall remain enforceable 90 (ninety) days beyond the Agreement Period. Any change in status of the Agency shall not affect the continuance of the Performance Security.
- 8.3 NMC may claim the amount of Performance Security in a single demand or in more than one demand from the bank. If not paid by the bank or meets only part of the claim of NMC, then such amount shall subsist as a liability on the Agency till the complete payment of the amount specified in the Performance Security is made.
- 8.4 Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Agency undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the required value.
- 8.5 The Agency shall deposit and maintain with NMC an interest-free cash security deposit @ Rs. 3,000/- (Rupees three thousand) per Bus shift Duty. The Security Deposit shall be deposited in multiples of 150 Bus shift Duties. This cash security shall be deposited by the Agency progressively in accordance with number of buses added to the fleet from time to time. The Agency shall be required to deposit the incremental cash security within 7 (seven) days of intimation by NMC. ("Security Deposit")
- 8.6 The Security Deposit shall be forfeited and encashed in case of Termination due to Agency' Event of Default. The Security Deposit shall be returned at the end of the Agreement Period. No interest shall be paid on this Security Deposit.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Article 9

- 9.1 Each Party shall respectively own the right, title and interest in the Intellectual Property created by it including any report, documentation, information, design, preparatory work, software or invention on or in whatever media, prepared or created by such Party pursuant to this Agreement.
- 9.2 The Parties respectively undertake the following in relation to the Confidential Information:
 - (a) it shall keep and maintain in confidence the Confidential Information and shall use the Confidential Information only for the purposes of this Agreement and shall not use it for any other purpose;
 - (b) it shall not copy, reproduce and reduce into writing or any form of recording any part thereof except as may be reasonably necessary in relation with the requirement of the performance of this Agreement;
 - (c) it shall not disclose Confidential Information whether to its employees or to third parties (which shall include its accountants, legal, technical, insurance and financial advisors) except only to such of its employees and third parties who have a need to know or whose services are reasonably required in connection with the performance of this Agreement and further where disclosure is made

- to third parties, such disclosure is made on the written undertaking of such third parties to comply with the confidentiality obligations in this Agreement; and
- (d) to apply thereto, no lesser security measures and degree of care than those which it applies to its own confidential or proprietary information and in any event not less than a reasonable degree of care.
- 9.3 The confidentiality and non-disclosure obligations of Clause 9.2 shall not apply if, and to the extent that:
- (a) the Confidential Information was known prior to receiving the same;
- (b) the Confidential Information is or becomes a part of the public domain through no fault, act or omission of the receiving Party;
- (c) the Confidential Information in receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party ;
- (d) the Confidential Information is lawfully disclosed to the receiving Party by a third party that is legally free to disclose such Confidential Information without restriction on disclosure;
- (e) the Confidential Information is expressly approved for release by prior written authorization of the disclosing Party; and
- (f) disclosure is required by a judicial order or decree, whereupon the receiving Party shall:
- (i) promptly notify the disclosing Party of such actual or anticipated requirement;
- (ii) take all reasonable measures to oppose or restrict such disclosure, or to make such disclosure on terms which shall preserve as far as possible the confidentiality of the information;
- (iii) take all such steps as will permit the disclosing Party to have a reasonable opportunity to file for, to oppose or to restrict such disclosure by lawful means, or to obtain a protective order or otherwise proceed to protect under applicable law the interests of the disclosing Party; and
- (iv) endeavour to ensure that the Confidential Information is treated as disclosed in confidence.
- 9.4 Receiving Party shall not publish or otherwise make publicly available any Confidential Information to a third party without the prior written consent of the disclosing Party.
- 9.5 All Confidential Information supplied by the Party hereunder and all copies thereof, in whole or in part and on all media, shall be returned to the disclosing Party, by the receiving Party within seven (7) days' written notice by the disclosing Party.
- 9.6 The obligations of receiving Party under this Clause 9 shall continue and survive the termination of this Agreement for any reason without limitation of time.
- 9.7 No license to the receiving Party under any copyrights, patents, trademarks or other rights now owned or hereafter obtained is granted or implied by this Agreement or by providing any information hereunder to receiving Party. The Confidential Information is proprietary to the disclosing Party and is, and shall remain, the sole and exclusive property of the disclosing Party.

- 9.8 The Parties understand and agree that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use of disclosure of such Confidential Information.

WARRANTIES

Article 10

- 10.1 Each of the Parties hereby represents and warrants that to the other that:
- (a) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural person, such Party is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
 - (b) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;
 - (c) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally;
 - (d) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of such Party; (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any government authority pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound except such filing as may be required in connection with the transactions contemplated herein; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or (v) violate any Law of such Party's country of organization or any other country in which it maintains its principal office.

LIABILITIES AND INDEMNITY

Article 11

- 11.1 The Agency ("**Indemnifying Party**") hereby agrees to indemnify and keep indemnified NMC and IBTM Operator, its directors, officers, employees, agents, affiliates and subcontractors and assignees, ("**Indemnified Party**") from and against any and all losses, claims, damages, liabilities and fees, expenses and disbursements (including the fees, expenses and disbursements of counsel), (collectively, "**Losses**") which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of or in connection with:
- (a) negligence, fraud or willful default of the Indemnifying Party;
 - (b) any breach of any of representations and warranties made by the Indemnifying Party hereunder.

- 11.2 All the provisions in Clause 11 shall survive the termination of this Agreement.
- 11.3 The Agency (FCS Agency) undertakes to indemnify and hold harmless NMC/ IBTM Operator for any loss whether of property, person or otherwise suffered by the personnel of Agency, or any accident, injury to/death of the personnel of Agency or any third person during the course of performance of their duties. Agency further indemnifies NMC/ IBTM Operator against any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the services envisaged under this Agreement, howsoever remote, and these shall be the sole and exclusive responsibility of, and be borne and defended, by Agency.

DEFAULT CHARGES

Article 12

- 12.1 NMC shall have the right to, either by itself or by a third party nominated by NMC, verify Agency's statutory obligations compliance of all parameters, requirements, obligations and responsibilities enforceable against the Agency by virtue of the provisions of this Agreement. The Agency shall allow NMC representatives complete access to the Agency's facilities (including equipment, material, and personnel) to inspect, audit and monitor the performance of the Agency. If the Agency is in default of the provisions of this Agreement, then NMC may impose default charges as stipulated in **Schedule 4** till such time as the default has been cured to the satisfaction of NMC. If the Agency does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and NMC shall have the right to terminate this Agreement in accordance with the terms hereof.
- 12.2 The procedure for collection of default charges shall be as follows:
- a) NMC shall immediately recover all default charges imposed from the monthly Fees.
 - b) In any event, the imposition and adjustment of such default charges from amounts payable to the Agency will not relieve the Agency of its obligation of full compliance with the responsibilities and liabilities that arise from this Agreement.

TERMINATION

Article 13

- 13.1 This Agreement may be terminated by either the Agency or NMC ("Non-Defaulting Party") by giving written notice to the other ("Defaulting Party") upon the occurrence of any of the following events:
- (a) Defaulting Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice being given to it by the Non-Defaulting Party;
 - (b) a receiver or manager is appointed over all or part of the undertaking and assets of the Defaulting Party;
 - (c) the Defaulting Party has an order made or resolution passed for its compulsory or voluntary winding up other than pursuant to a scheme of amalgamation or reconstruction;

- (d) the Defaulting Party enters into any arrangement, reconstruction or composition with all or the majority in number or value of its creditors.
- 13.2 NMC shall, in the event of Agency committing any Material Breach of any of the terms and conditions of this Agreement, or if the services provided by Agency are considered to be unsatisfactory and deficient by NMC, or for any other reason considered by NMC as sufficient in this regard, be entitled to terminate this Agreement by giving notice of one (01) month or any other period, as deemed appropriate by NMC depending upon the gravity of breach, and Agency shall not be entitled to any compensation in case of such termination. However, in case of termination by either side, Agency shall continue to provide the services envisaged under this Agreement until such time a suitable substitute is selected or the new Service Provider is put in place.
- 13.3 Termination without Agency's Default: In specific situation wherein it is felt that the services of the Agency are no longer required due to change in business scenario such as full automation of fare collection system, policy/administrative review of government, the services of the Agency may be terminated by NMC. At least three (03) months' notice shall be provided to the Agency by NMC for such termination. Upon such termination, Agency shall be entitled to payment, subject to deductions, if any, for the services rendered by it in conformity with this Agreement.
- 13.4 Agency shall neither be entitled to nor have any claim towards payment of compensation or otherwise on account of any anticipated profit or advantage which it might have derived from rendering the services in full but which it could not in consequence of termination of the Agreement under this clause.
- 13.5 On expiry or earlier termination of this Agreement, Agency, and the personnel deployed by it for the purpose of this Agreement shall peacefully vacate the depot / terminal premises, without in any way causing any damage to material / property there.

GOVERNING LAW AND DISPUTES

Article 14

14.1 Dispute Resolution

Any dispute connected with the formation, performance, interpretation, nullification, termination, validity or enforceability of this Agreement or arising from this Agreement or related to this Agreement in any manner whatsoever ("Dispute") arising between the Agency and NMC which is not resolved by the board representatives of the Agency and NMC shall, within 30 calendar days of written notice from either the Agency or NMC to the other (a "Dispute Notice"), hold a meeting (a "Dispute Meeting") to try and resolve the Dispute.

- 14.2 Each of the Agency and NMC shall use all reasonable endeavours to send a sufficiently experienced senior manager as its representative (who may be an employee of a member of its Group) and who has authority to settle the Dispute to attend a Dispute Meeting and that representative exercising good faith shall try to resolve the Dispute amicably within 45 Business Days of the service of the Dispute Notice.
- 14.3 In the event that a Dispute is not resolved amicably within 45 Business Days of the service of the Dispute Notice, whether or not a Dispute Meeting has been held, either of the Agency or NMC may refer the Dispute to binding arbitration to a single arbitrator mutually agreed to by the Parties or if no consensus is reached regarding appointment of a single arbitrator, the aggrieved party may approach Hon'ble High Court for appointment of a single arbitrator under the relevant provisions of the Indian Arbitration and Conciliation Act 1996. For the purposes of any arbitration proceedings commenced pursuant to this clause:

- (a) The Indian Arbitration and Conciliation Act 1996, the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
 - (b) This Agreement shall be governed in accordance with the Laws of India.
 - (c) The venue of the arbitration shall be at Nagpur, and the language of arbitration proceedings shall be English.
 - (d) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceeding.
- 14.4 NMC shall have the right to terminate this Agreement by giving a written notice of termination of minimum 30 (thirty) days, to the Agency, if the Agency fails to comply with any decision reached consequent upon arbitration proceedings. However, at the sole opinion of NMC, in case the situation warrants removal of the Agency for reason of non-performance, NMC shall proceed with such removal of the Agency pending decision of Arbitration.
- 14.5 Each of the NMC and Agency hereby agree that:
- (a) it will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause 14 which will be final and binding on the Agency and NMC; and
 - (b) it will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause 14 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- 14.6 This Agreement and the rights and obligations of the Agency and NMC shall remain in full force and effect pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.
- 14.7 Notwithstanding the foregoing, the Agency and NMC agree that either of them may seek interim measures including injunctive relief in relation to the provisions of this agreement or their performance of it from any court of competent jurisdiction. Each of the Agency and NMC shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 14.8 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the Arbitrator, shall be borne equally by the Agency and NMC and each of the Agency and NMC shall pay its own fees, disbursements and other charges of its counsel, except as may be otherwise determined by the Arbitrator. The Arbitrator would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- 14.9 The provisions contained in this Article 14 shall survive the termination of this Agreement.
- 14.10 Pending resolution of dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to final adjustment in accordance with such arbitration award.

ASSIGNMENT

Article 15

- 15.1 NMC may assign (or otherwise deal with) the benefit and burden of this Agreement to any third person without any consent from the Agency, subject in the case of an assignment to the assignee entering into a direct covenant with the Agency thereafter

to observe and perform all NMC obligations contained in this Agreement. The submission by the assignee, to the Agency, of a contract to the above effect duly executed by the assignee shall be deemed to be in compliance with the requirements of this clause and NMC shall thenceforth be discharged from all obligations under this Agreement. NMC may engage third parties to assist it with the exercise and performance of any of its rights and obligations hereunder.

- 15.2 The Agency shall not be entitled to assign or otherwise transfer any of its rights, interests or obligations under this Agreement to a third party without the consent of NMC.

FORCE MAJEURE

Article 16

- 16.1 As used in this Agreement a Force Majeure Event shall mean occurrence any or all events described below which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the provision of services as defined under this Agreement.
- (a) For purpose of this Article 16, "Force Majeure" means an event beyond the reasonable control of the Affected Party and not involving any fault or negligence and not foreseeable. Such events may include wars or revolution, riots, strikes, lockouts, fires, floods, epidemics, acts of God, cyclones, earthquakes, lightning, volcanic eruptions, chemical or radioactive contamination, storm, hurricane, acts of terrorism, civil commotion etc. but does not include failure of electricity or printing system as a cause beyond control.
- (b) In case, on issuance of any order / direction by the Central Government, State Government, Supreme Court, High Court, by any other Court of law or any other competent authority and if the same affects the operation of the Buses, the same shall be treated under Force Majeure Event.
- 16.2 If either the Agency or NMC is affected by Force Majeure, which affects, or may affect, the performance of any of its obligations under this Agreement, it shall forthwith notify the other of the nature and extent of the same.
- 16.3 Neither the Agency or NMC shall be deemed to be in breach of this Agreement, or otherwise be liable to any other party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other parties, and the time for performance shall be extended accordingly provided always that, unless otherwise agreed by the parties, any obligation to pay money shall not be excused or suspended by Force Majeure.
- 16.4 If the performance, by either the Agency or NMC, of any of its obligations under this Agreement is affected by Force Majeure for a continuous period of more than sixty (60) days, the Parties shall enter into bona fide discussions with the view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable to give effect to the commercial basis and objectives of the Parties taking into account the change in circumstances.

Change in Law

Article 17

- 17.1 Where, a Change in Law condition leads to change in category of FCP from Semi-Skilled to Skilled in such case the minimum wage rates shall be applicable as per notification for such category. Further, any variation due to aforesaid change in category of FCP leading to variation in Management Fee and Overheads, the Agency shall be paid 50% of such increase.

NOTICES

Article 18

- 18.1 Any notice or other communication to be given under this agreement shall be in writing and may be delivered in person or sent by fax to the relevant Party as follows:

To NMC

At:

Attention of:

Fax No.:

To the Agency

At:

Attention of:

Fax No:

To the IBTM Operator

At:

Attention of:

Fax No:

or at such other address or fax number as it may notify to the other Party under this Clause.

- 18.2 Any notice or document shall be deemed to be given:
- (a) if delivered in person, at the time of delivery; or
 - (b) if sent by fax, at the expiration of two hours after the time of despatch, if despatched before 3.00 p.m. (local time at the place of destination) on any Business Day, and in any other case at 10.00 a.m. (local time at the place of destination) on the next Business Day following the date of dispatch.
- 18.3 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the fax was properly addressed and sent.

MISCELLANEOUS

Article 19

19.1 Waiver

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

19.2 Severance

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise and the invalid, illegal or unenforceable part shall stand deleted and the rest of the Agreement shall be enforced.

19.3 Counterparts

This Agreement may be executed by each of the parties in separate counterparts, each of which when so executed and delivered shall be an original, but the counterparts shall together constitute one and the same instrument.

19.4 No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute either Party the agent of the other Party for any purpose.

19.5 Entire Agreement

- a) This Agreement represents the entire understanding of the Parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement.
- b) Any subsequent alteration, amendment or addition to the Agreement shall be in writing and signed by the authorized representative of both the Parties.
- c) This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

19.6 Time of the Essence

Time wherever mentioned shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be agreed in writing between the Parties be substituted for them.

Schedule 1: Scope of Collection Services of Agency

The Agency shall undertake following activities:

1. The number of FCP can be estimated @ 3FCP per Bus which includes actual deployment plus reserves.
2. NMC may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of FCP by providing Seven (07) days' notice time of such changes.
3. Based on Bus duty roster provided by NMC from time to time, deploy Fare Collection Personnel in terms of Schedule 2 at locations specified by NMC in the Nagpur Urban Region. The Agency shall ensure punctual reporting of its personnel at the designated depot/ place/ terminal for every shift on daily basis based on duty-wise operation sheet issued to the concerned personnel by NMC.
4. To directly monitor and supervise the working of ticket dispensing/ fare collection personnel and to ensure that the services rendered by the FCPs meet the performance standards prescribed by NMC to the satisfaction of NMC.
5. To deploy supervisors in each shift to monitor and supervise activities of FCPs at depots and changeover terminal points.
6. To depute following minimum number of supervisors shall be as follows :
 - Upto 100 Buses : 4 supervisors
 - For each additional 50 Buses : 2 additional supervisors
7. To provide/ issue uniform to FCP and supervisors and ensure that the Agency's staff wears the uniform. The uniform shall be of such design, colour, style and pattern as approved by NMC including accessories such as whistle, cap, Photo Identity Cards issued by the Agency. The FCP shall, while on duty, always wear the uniform in a neat, clean and well ironed condition.

Minimum specifications for uniforms shall be as follows:

- Fabric – Poly viscous blend 65 * 35
 - Colour/shade – as decided by competent authorities of NMC based on type of bus operations
 - Striped shirt and plain dark trousers
 - Name plate – in Marathi and affixed above left pocket on the shirt
 - Quality of fabric – acceptable to NMC
8. To ensure discipline and good conduct of Personnel and remove any of its person who in the opinion of NMC is causing / source of / reason of interference, annoyance, nuisance to NMC/ Project/ commuters and substitute him/them with other eligible personnel. NMC is under no obligation to the Agency to supervise personnel deployed by the Agency. Where NMC finds that the conduct, behavior and performance of any of the staff deployed by Agency under this Agreement is unsatisfactory, it may issue directions to Agency to immediately recall the particular person(s)
 9. Maintain adequate bench strength to ensure that daily roster requirements are met in terms of the requirements indicated by NMC.
 10. To obtain NMC verification and approval on the Bus duty roster from the officer authorized by NMC on per shift basis, the Agency shall be responsible for installation

of Biometric system at its own cost for maintaining the attendance of Personnel including FCPs. NMC shall provide requisite technical specifications for hardware and other requirements of the Biometric system including necessary software.

- a. Agency will have to make its own front end arrangements in each depot. NMC will provide backend application for maintaining online biometric database and daily attendance.
 - b. Following hardware and connectivity will have to be arranged in FCP Control Room:
 - 1) Desktop with UPS at Depots(specs given below).
 - 2) Internet & LAN connectivity for all the Desktops.
 - 3) Biometric Device (Secugen Hamster Plus equivalent) for each Desktop (specs given below).
 - 4) One Reserve Device (Secugen Hamster Plus equivalent) for each depot.
 - 5) Requirement is @ 1 PC with Biometric Scanner per 100 buses in a bus depot.
 - 6) Further duty allocation of FCP, duty etc. will also be integrated on live mode.
 - 7) Min desktop specifications:
 - a) Intel Pentium Dual Core (G3220) processor
 - b) 4GB RAM,
 - c) 250 GB Hard Disk Drive,
 - d) USB Keyboard and Mouse,
 - e) Min. 6 USB ports
 - f) Gig Ethernet Network
 - g) 17" TFT
 - h) MS Windows 7 Pro
 - i) onsite warranty
 - 8) Finger Print Scanner (equivalent to):
 - a) Finger print scanner Secugen Hamster Plus, Model : HSDU03P- Secugen Hamster Plus
11. To release regular payment of wages and eligible benefits etc. to the personnel belonging to the Agency for providing Collection Services.
 12. The Agency must give preference in recruitment of FCPs who are already deployed as conductors in the existing bus operation in the city. Such FCPs will need to be imparted training only on account of new procedures and processes.
 13. All FCPs to be deployed by Agency must undergo training by IBTM Operator prior to their deployment in the project. Training cost of Rs. 750/- per FCP will have to be paid by the Agency to the IBTM Operator.
 14. To depute FCP for training organised by NMC for operation of ETM's and other fare collection procedures/ processes. No payment shall be made to the Agency by NMC for the training period.
 15. Agency shall not replace / change the personnel without prior written approval/consent from NMC.

16. The Agency shall ensure that the concerned personnel collect ETM with paper rolls, spare battery/ies, pre-printed tickets etc. from designated place in the depot/ terminal as per prescribed protocol.
17. Agency shall ensure that, after finishing duty, FCP deposit cash earning from sale of tickets, passenger balance if any and ETM etc. in the designated depot/ terminal to NMC authorised personnel against proper receipt.
18. The Agency shall be responsible to ensure that the duty-wise cash deposited by its personnel tallies with back-end record of NMC in respect of tickets issued from ETM in addition to sale proceed through pre-printed tickets if any.
19. In case of death of a Personnel on duty, his/her next of kin shall be paid an ex-gratia compensation (Refer Clause 4.2 of FCSA for details).

20. Duties of FCP

The Agency shall additionally ensure that the FCP undertakes the following activities are per instructions of NMC from time to time and the summary of such activities is set out in the following paragraphs:

- (a) Based on boarding point and alighting point and type of commuter (adult/child/luggage ticket), the FCP shall issue ETM ticket or correct pre-printed tickets (as may be required from time to time) to the commuters.
- (b) FCP shall collect the correct prescribed fare from the commuter.
- (c) FCP shall further ensure that passengers using valid electronic passes (as validated by NMC) in lieu of tickets validate the electronic pass, in accordance with method set out by NMC.
- (d) FCP shall remain mobile inside the bus and approach the passengers to ensure issuance of tickets to all passengers.
- (e) FCP shall wear the prescribed uniform on duty.
- (f) FCP shall conduct the operation of bus as per memo / time- schedule prescribed by NMC.
- (g) FCP shall not leave the Bus deserted during rest hour for long duration.
- (h) FCP shall ensure that all the instructions of NMC issued through and/or under intimation to the Agency are strictly followed and there is no lapse of any kind.
- (i) FCP shall be disciplined and well behaved towards persons who travel or intend to travel by the bus.
- (j) FCP shall ensure that all willing passengers board/ alight from each designated bus stop and ensure that passengers do not board/ alight from un-scheduled stops.
- (k) FCP shall be required to perform duty in shifts. A single duty shift will have normal duration of 08.00 hours (excluding rest interval) or 48 hours in a week in accordance with The Motor Transport Workers Act, 1961. In case of longer bus service schedule higher than 8 hours to 12 hours, FCP deployment will be upto spread over limit of 12 hours as defined under The Motor Transport Workers Act, 1961.
- (l) FCP shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- (m) FCP shall maintain a Passenger Complaint Book.
- (n) FCP shall maintain a first aid box provided in the bus.

- (o) FCP shall be responsible for safe handling and security of Electronic Ticketing Machine, ticket bag and other articles of NMC.
- (p) FCP shall maintain way-bill, while on duty.
- (q) FCP shall deposit cash sale proceeds from tickets and collect correct receipt in the depot or the assigned place and furnish such accounts as FCP. FCP shall hand over, as per prescribed procedure informed by NMC, the ETM / pre-printed tickets and any other articles which FCP may have been entrusted.
- (r) FCP shall inform to the Control Room of NMC about any incident, breakdown, missing of trip, accident etc. on line.
- (s) FCP shall declare and deposit lost property of passengers, in case found in the buses, in the depot and obtain a receipt to this effect.
- (t) FCP shall inform the police in case of any suspicious person or goods noticed in the bus.
- (u) FCP shall transfer passengers to alternative bus in case of breakdown of his/her Bus.
- (v) FCP shall announce name of approaching bus stop for convenience of passengers.
- (w) Any other duty that may be assigned to him but not specifically covered herein.

Schedule 2: Fare Collection Personnel by Agency

The Agency is responsible for ensuring that Personnel meet the following requirements:

1. Minimum Requirements for FCP

1.1 Medical

The selection by Agency shall be based on medical fitness by the Medical Board comprising M.B.B.S doctors.

- (a) Age between 18-45 years (upper age limit relaxation of five years in case of experience of fare collection in any state transport / STA permit buses for at least five years).
- (b) Sound physical and mental health
- (c) No communicable disease
- (d) No drug abuse dependency
- (e) Height: Minimum 150 cms
- (f) Chest: Expansion of the chest should be 5 cms.
- (g) Eye Vision: 6/6 with or without glasses
- (h) Colour Vision: Colour blindness is a disqualification
- (i) Blood Pressure:
 - Age 18 to 25 years: 100 plus the age in years.
 - Age over 25 years: 110 plus half of the age in years.

1.2 Academic

- (a) Secondary school certificate or its equivalent from the recognized Board in India.

1.3 Professional Expertise and Experience

- (a) Conductor License issued by Department of Transport, Maharashtra as a compliance of requirements as laid down in Chapter-III of The Motor Vehicle Act, 1988 read with Maharashtra, Motor Vehicles Rules, 1989 (As Amended).
- (b) Good knowledge of routes, timetable, ticketing systems and other relevant systems.
- (c) Does not discriminate amongst passengers.

1.4 General

- (a) Wears uniform on duty
- (b) Courteous and helpful to passengers and other road users
- (c) Does not indulge in illegal gratification.
- (d) Pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;
- (e) Provide all necessary assistance to Persons with Special Needs.

2. Verification Requirements of all Personnel who provide on-site services

2.1 The Agency shall deposit verification result for all Personnel :

- Conductor's license
- Police Verification including Address Verification, Indian Criminal Record Verification and City of domicile's Court Record Check
- Education Verification
- Indian National Identity Check
- Substance Abuse Testing

2.2 A FCP cannot be deployed WITHOUT Police Verification.

2.3 The aforesaid verification other than Conductor's License shall be done within three months of deployment by an independent third party who has been involved in executing similar services in India, undertakes large say about 25,000 verifications per year and has been in this business for the past five years either in India or abroad. The cost towards such verification shall be borne by the Agency as part of the management costs.

2.4 The Verification Third Party shall be selected in the following manner:

- (a) The Agency shall provide a shortlist of five to seven names
- (b) NMC shall shortlist three names. NMC shall have the right to add names in the list provided by Agency
- (c) Agency shall select one or more parties shortlisted by NMC.

2.5 Aadhar card details of all Personnel shall be provided for all Personnel.

2.6 Submission of Conductor's License is a pre-requisite for all FCP applicants.

3. Occupational Conduct, Health, Welfare and Safety

The Agency shall:

3.1 issue appointment letters to eligible FCP and furnish the same to NMC before deployment;

3.2 pay wages and eligible benefits etc. to the Personnel;

3.3 submit an undertaking in the form of an affidavit that the agency will not be involved in any 'corrupt /undesirable/malpractice' in any form while conducting this contract. Any employee/s of the agency found involved in any way shall be dispensed with immediate effect from the activities pertaining to execution of this Agreement;

3.4 ensure strict compliance of all labour and other statutory requirements connected in any way to the services under this Agreement;

3.5 ensure due verification and certification of antecedents and credentials of personnel deployed by it under this Agreement before their deployment and shall at all times be responsible for their conduct and due performance of duty. The verification for genuineness of documents like address proof, educational qualification and licenses of Agency's personnel deployed under this Agreement shall be the responsibility of the

Agency and the following documents shall be checked and provided to NMC for purpose of records and safekeeping, while in no way making NMC responsible got undertaking any verification or responsible for the conduct of such Personnel;

- 3.6 provide and maintain a safe and healthy work environment to Personnel;
 - 3.7 make sure that Personnel in safe work practices at all times;
 - 3.8 make sure that Personnel are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
 - 3.9 provide occupational health, welfare and safety training to Personnel in accordance with the requirements of labour and welfare laws; and
 - 3.10 develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety;
- in relation to providing services set out in this Agreement.

4. Process of deployment by Agency vis-a-vis daily requirement of services

- 4.1. The supporting documents shall be verified by the agency at the time of receiving application from the applicant.
- 4.2. The selected candidate shall be directed for medical examination.
- 4.3. The candidate who passes the medical test shall be directed for training at the place specified by NMC. Thereafter based on the assessment made by NMC after training, NMC shall inform Agency about suitability of the candidate for the ticket dispensing/ fare collection services as per the contract.
- 4.4. Only eligible and qualified personnel accepted by NMC shall be deployed on Buses by the Agency as per requirement determined by NMC.

Schedule 3: Fee Calculations and Payment Mechanism

Break-up of Price Proposal

Sr. No.	Description	Cost Per Bus Per Shift* Per Day (in Rs.)
A	Applicable Minimum Rate of Wage in Scheduled Employment under the Minimum Wages Act, 1948 in the State of Maharashtra in Zone I for Skilled-C person ^(1, 2, 3)	Rs. 354.88
B	ESI contribution by the Agency ⁽⁴⁾	@ 4.75 % of A = Rs. 16.86
C	PF contribution by Agency (Weighted average value for all Personnel) including service charge @ 1.36% of PF ⁽⁵⁾	@(12% +1.36%) of Rs. A= Rs. 47.41
D	Minimum Statutory Bonus ⁽⁶⁾ (Weighted average value for all Personnel)	@8.33% of A = Rs. 29.56
E	Annual Leave with Wages ⁽⁷⁾ (15 days per year)	=15/(365-52-3-15) * A= Rs.18.05
F	Total (A+B+C+D+E)	Rs. 466.76
G	Management Fee and Overheads ⁽⁸⁾	To be Quoted by the Bidder (As Percentage of F) (upto one (1) decimal place i.e. XX.X% of F)
H	Fees payable to Agency On Per Day Per Shift Per Bus Basis (the "Bid Criteria")	$F*(1+G/100) = H$ (Refer illustration in Note 9)

** a shift typically means 8 hours steering duty excluding half an hour break during shift as per provisions of Motor Transport Worker Act.*

Notes:

- (1) The Applicable minimum wage rate shall be revised based on notifications no. MWA-32010/CR-1281/LAB-7 dated 20th July, 2010 and subsequent substitution dated 28th July, 2011 MCG pt I-L Ext issued by Labour Department, Government of Maharashtra for Skilled-C Labour in Zone I for Public Motor Transport (ref: website :<https://mahakamgar.maharashtra.gov.in/notifications.htm>, and aforementioned notifications and special allowance revised vide notification dated 4th February, 2017 prevalent wef 1st January, 2017 to 30th June, 2017).
- (2) As on date of bidding, the latest notification is dated 4th February, 2017.
- (3) For the operation of duties spanning between 8 hours to 12 hours, fee payable (i.e. H) will be on prorata basis. Please note that deployment of FCPs on such duties shall comply with Motor Transport Workers Act, 1961 and associated costs should be included in Management Fee and Overheads (G).
- (4) Employees State Insurance Act, 1948 shall be applicable for ESI contribution to Agency's Personnel.
- (5) Agency will be fully liable to extend benefits to agency personnel of EPF as per EPF Act 1952. The PF contribution by Employer shall be as per the provisions of EPF Act 1952.

- (6) Minimum Statutory Bonus as per the Payment of Bonus Act, 1965. The Agency shall submit details of bonus amount due and payable along with details of eligible beneficiaries (employees) by 30th June every year to NMC and after undertaking necessary due diligence NMC shall make payment by 30th September every year. For the final year of the contract (1st July of the third year to end of the contract) the applicable bonus amount will be settled within 60 days from the date of successful completion of the Agreement.

Fee payable to the Agency (including the Management Fee and Overheads) shall be computed after making due adjustment on account of Minimum Statutory Bonus amount payable during the month.

- (7) Annual Leave with Wages as per the Motor Transport Workers Act, 1961
- (8) The Management Fee and Overheads shall include the following :
- (a) Cost of Third Party Verification
 - (b) Necessary insurance cover for Personnel/losses in terms of good industry practices.
 - (c) Supervisors required for management of FCS Personnel. Minimum number of supervisors shall be as follows :
 - Upto 100 Buses : 4 supervisors
 - For each additional 50 Buses : 2 additional supervisors
 - (d) Uniform for the Personnel
 - (e) All other overheads costs, management fees, profits etc.
 - (f) Gratuity as per the Payment of Gratuity Act, 1972.
 - (g) Any overtime liable to be paid to FCPs on account of duty hours more than 48 hours in a week according to provision of Motor Transport Workers Act, 1961 and Payment of Wages Act, 1936 and other relevant laws of the land.

- (9) Illustration : $F*(1+G/100) = H$
- (a) Let $F= 466.76$
 - (b) Let $G= 4.7\%$
 - (c) Therefore $I = 466.76 * (1 + 4.7/100)$
 $= 466.76 * (1.047)$
 $= 488.70$

It is expressly set out that any payments, which are statutory in nature, shall be released in terms of reimbursements .i.e. adequate and sufficient project specific proof to the satisfaction of NMC should be provided to claim such payments. Specific instances which be immediately considered are EPF, ESI, Bonus, Annual leave with wages, maternity leave etc.

Other Conditions:

- (i) Fees are subject to change based on change in Applicable Law and upto the extent of such change in the Applicable Law.

- (ii) Maternity Leave for FCP in terms of the Maternity Benefit Act, 1961 and payment shall be made at actuals over and above the Fees subject to submission of necessary documents/proof.
- (iii) Any of the Agency's Personal engaged on overtime shall be entitled to remuneration for such overtime in terms of the Motor Transport Workers Act, 1961. Overtime payment shall not be a reimbursable component by NMC and it shall be borne by the Agency.
- (iv) Agency shall submit its monthly bills towards monthly charges payable to the agency along with date-wise duty-roster sheet for the said billing period duly certified by the person authorized by NMC in this regard on or before the 3rd day of the month.
- (v) Payments on account of provision of service on the national holidays, shall be paid at 100% additional Wages (refer A table above).
- (vi) Performance Adjustments and Recoveries
 - (a) The performance standards and the default charges shall be in accordance with Schedule 4.
 - (b) The default charges shall be subject to a maximum of 20% of the monthly Fees payable to the Agency for that month without netting out any recoveries.
 - (c) Any difference in the actual cash deposited by its Personnel with respect to estimated revenue from the ETM & Pre-printed tickets records shall be recovered from the Agency Fees.
 - (d) The Agency shall be solely and completely responsible for any damage to or theft from any act or negligence of Agency's personnel, and such costs shall be recoverable from the Agency Fees and in case of ETM or Pre-printed tickets, such costs shall be payable directly to NMC by the Agency upon such claim. Requisite due diligence and process including lodging of FIR shall be the sole responsibility of Agency. Agency's responsibility shall extend to (a) ETM/ pre-printed tickets, (b) asset of IBTM Operator/ NMC/ Bus/ related infrastructure of the Project, or (c) claims sustainable against NMC, (d) any such claim. The extent of such recovery shall be based on assessment of NMC.

Annexure A: Certification for Payment for Service Tax

Dated:

“Certificate/ Undertaking”

This is to certify that we are Service Tax Assesse vide Service Tax Registration Number xxxxxx with Service Tax office, Delhi/Nagpur, and we are collecting Service Tax under the category of Manpower Recruitment/Supply Agency Services and declare hereby that whatever the amount charged from Nagpur Municipal Corporation for the month of XXXX, 20XX on account of Service tax and cess thereon have been deposited with concerned authorities.

For (Name of the Agency)

Authorised Signatory

Place:

Date:

Annexure B: Certification for PF, ESI & Minimum Wages

Dated: *****

Transport Manager, (Transport Department)
Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

Dear Sir

We hereby certify that we have deposited ESI & EPF dues for the month of XXXXX. As per details given hereunder:-

Depot Name	No. of Employees	Minimum Wage	Employer Share of PF	Employees Share of PF	Total wage for ESI	Employers share of ESI	Employees share of ESI
Depot A							
Depot B							
Depot C							
Depot D							
Depot E							
Total							

We certify that we have paid Minimum Wages as per government rules to FCPs and deposited ESI & EPF of each FCP who is working for the bus operations.

We are enclosing herewith a copy of ESI Challan, copy of PF Challan, ECR copy of PF, Contribution history of ESI, copy of bank statement for release of monthly wages & Service tax paid challans. Further we certify that a sum of Rs. XXXXX has been deposited in ESI fund for the m/o XXXX' 201X & Rs. XXXXXX has been deposited in Provident Fund for the M/o XXXXX' 201X. Out of these Employee part Rs. XXXXX and Employer part Rs. XXXXXX is towards ESI and Provident Fund employee part Rs. XXXXX and Employer part Rs. XXXXXX is towards for the manpower deployed at NMC.

We certify that the above said documents comply with the requirement of ESI, EPF and other relevant Laws.

Yours sincerely,

Agency Name & Stamp

Schedule 4: Performance Standards and Default Charges

Sr. No.	Performance Area	Default charges
1.	Deficiency List of Personnel (Refer Schedule-5)	Rs. 100/- for each deficiency detected the first time, and Rs. 200/- for each deficiency detected for any repeated deficiency during a calendar month for a specific person.
2.	Under influence of alcohol/ drugs while on duty	Removal / Blacklisting of specific person besides a deduction of Rs. 500/- per instance shall be imposed
3.	Any malpractice/ cheating/ corruption detected on duty leading to loss of revenue	Removal/ Blacklisting of specific person besides deduction (Rs 5,000/- per instance) may be imposed upon the Agency and recovered from Fees, subject to the charges are proved in the enquiry report of NMC.
4.	Delay in deployment of FCP as per duty roster by the Agency	Rs. 10 / - per lost trip km subjected to a maximum of Rs. 500/- per Bus Duty
5.	Shortfall in cash deposited by the Agency's personnel vis-a-vis the estimated tickets sales including any cash equivalent loss of pre-printed tickets	a) Any shortfall to be made good within 24 (twenty-four) hours In case of compliance in step (a) not done, NMC shall deduct from the Fees
6.	Any FCP is found dispensing/in possession of counterfeit pre-printed tickets	b) Rs. 10,000/- per instance
7.	Usage / possession of any unauthorized ETM	Rs. 15,000/-

Schedule 5: Deficiency List of Personnel

1. CASH

- 1.1. Failure to return passenger's balance amount in sufficient time.
- 1.2. Misappropriation of excess cash (passenger balance), if any.
- 1.3. Failure or delay to deposit lost property and/or unauthorized disposal thereof.
- 1.4. Delay in depositing cash collection immediately on completion of duty.
- 1.5. Not endorsing passenger's balance on the waybill and on the back of the tickets, if required.

2. DUTY

- 2.1. Leaving duty before reaching terminus and/or without proper relieving.
- 2.2. Losing attendance card.
- 2.3. Not announcing Bus stops for passenger information.
- 2.4. Not hailing passengers for tickets
- 2.5. Not reporting to supervisor (in case posted) at starting point / time.
- 2.6. Not marking closing or opening Number of Tickets in the waybill.
- 2.7. Not checking tickets issued by advance booker or passes.
- 2.8. Losing any property of NMC entrusted to authorised personnel of agency losing any property entrusted to authorised personnel of agency by NMC.
- 2.9. Remaining idle and not issuing tickets when required.

3. CONDUCT & BEHAVIOR

- 3.1. Disobeying the orders of NMC.
- 3.2. Being rude or insolent to passengers.
- 3.3. Without uniform.
- 3.4. Not found mobile in the bus for ticket dispensation.
- 3.5. Smoking in Bus/Depot/Public places.
- 3.6. Sleeping/leisurely sitting while on duty.
- 3.7. Delaying bus without cause.
- 3.8. Not guiding driver properly, while the vehicle is being reversed by the driver.
- 3.9. Driving the vehicle
- 3.10. Not reporting incidents, accidents and breakdowns in time.
- 3.11. Not reporting faulty display board/announcement system in the bus.
- 3.12. Not providing necessary aid to persons injured by bus in case of an accident.
- 3.13. Thumping the panels of bus to give signals to driver.

4. TICKETS

4.1. Wrong punching of tickets, passes etc.

4.2. Wrong/faulty operation of ETM

5. Any other deficiency as may be added by NMC from time to time.

Schedule 6: Performance Security Bank Guarantee

To

Transport Manager (Transport Department)

Nagpur Municipal Corporation,
Mahanagar Palika Marg, Civil Lines,
Nagpur-440 001

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Transport Manager, Nagpur Municipal Corporation having its office at Mahanagar Palika Marg, Civil Lines, Nagpur-440 001, hereinafter referred to as “NMC”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement entered into between Nagpur Municipal Corporation, Mahanagar Palika Marg, Civil Lines, Nagpur-440 001 (hereinafter called NMC) and _____, a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office/permanent address at [insert address] (“Agency”) (“the Agency”) the Company/firm have/ has been authorised for providing fare collection and related services in operation of Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model, in accordance with the Agreement mentioned hereinabove.
- B. In terms of the Agreement, the Agency is required to furnish to NMC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ [insert amount in figures and words] as Performance Security for due performance/discharge of its obligations under the Agreement, relating to fare collection and related services for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model.

At the request of the Agency, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Agency of its obligations under the Agreement relating to fare collection and related services for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Agency”) of all its obligations relating to fare collection and related services in for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model.

3. The Guarantor shall, without demur, pay to NMC sums not exceeding in aggregate Rs. _____ [insert amount in figures and words], within five (5) calendar days of receipt of a written demand therefor from NMC stating that the Agency has failed to meet its performance obligations relating to fare collection and related services for Public Bus Service in Nagpur Urban Region to be operated by private operators on gross cost model. The Guarantor shall not go into the veracity of any breach or failure on the part of the Agency or validity of demand so made by NMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, NMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Agency or postponement/non exercise/ delayed exercise of any of its rights by NMC or any indulgence shown by NMC to the Agency and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by NMC or any indulgence shown by NMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by NMC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs _____ [insert amount in figures and words].
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Guarantor or any absorption, merger or amalgamation of the Agency /the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.
8. The expressions "NMC", "the Bank" and "the Agency" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2017 _____ being herewith duly authorised.

For and on behalf of the _____ Bank
Signature of authorised Bank official

Name: _____

Designation: _____

Stamp/Seal of the Bank: _____

Signed, sealed and delivered

for and on behalf of the Bank
by the above named _____
in the presence of :

Witness 1.
Signature _____
Name: _____
Address: _____

Witness 2.
Signature: _____
Name: _____
Address: _____

Schedule 7: Role of IBTM Operator

NMC has engaged an IBTM Operator who will be the programme manager for overall management of city bus operations including for coordinating with and monitoring the delivery and performance of Fare Collection Personnel (FCP) Agencies for and on behalf of NMC during their entire contract period. IBTM Operator would aid and advise NMC for bringing efficiencies into the public transport system and in furtherance thereof will direct, supervise and monitor Agency on behalf of NMC in relation to fare collection system. IBTM Operator in this contract would act for and behalf of NMC and would be responsible for the following:

- (a) Closely coordinating and monitoring the day to day operation of Agency and deployment of Fare Collection Personnel (FCPs) in bus operations.
- (b) To advise from time to time to FCP Agency, on behalf of NMC, about schedule of services, service plan, deployment plan, changes and modifications thereof, improvement plan, remedial action against delinquencies/infractions etc. which will be binding on the FCP Agency and will have to be adhered to and complied with.
- (c) Manage the contract entered into between NMC and FCP Agency and monitor service delivery by FCP Agency as per the contract.
- (d) Monitor and assess the volume of services and SLA compliance by the FCP Agency and accordingly verify their bills for payment, which will sent to NMC for the release of payment. NMC's assessment will be final in this regard.
- (e) Devise and implement Standard Operating Procedures (SOPs) for various aspects of and related to fare collection management.
- (f) Implement its own mechanism with respect to dealing with instances where any FCP is involved in any malpractice/cheating/malfeasance practice on the principle of natural justice. IBTM Operator's advice to the FCP Agency for barring a particular FCP or any other related supervisor/employee from this project of bus operation shall be final and binding on the Agency. This advice to the Agency will be limited only to matters related to this project.
- (g) IBTM Operator's advice to FCP Agency to comply with operation related matters will be final and binding on the Agency.
- (h) Impart training to FCPs in undertaking the fare collection operation.