

**Tender for Selection of Fare
Collection Agency for Naya Raipur
Bus Rapid Transit System (BRTS)
Lite Bus Services**

**Draft Service Agreement #
Part – II**



Naya Raipur Development Authority
Capital Complex, Sector-19, Naya Raipur - 492002 (C.G.)
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SERVICE AGREEMENT

This Service Agreement (Agreement) is entered into on the _____ day of _____(Month), 2016,

BETWEEN

Naya Raipur Development Authority is a special area development authority constituted by Govt. of Chhattisgarh under Town and Country Planning Act, 1973 having its office at, NRDA Building, Near Mantralaya Capitol Complex, Sector 19 Naya Raipur, Chhattisgarh-492002, (hereinafter referred to as “**NRDA**”, which expression shall, unless repugnant to the context thereof, mean and include its successors or assigns) of the ONE PART;

AND

....., a company incorporated under the provisions of the Company Act or society registered under Society Registration Act or registered partnership firm having its registered office at..... (herein after referred to as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.

NRDA and Agency are hereinafter individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS:

A. NRDA had decided to select the Successful Bidder through a competitive bidding process for providing, fare collection services, security and housekeeping services at designated bus shelters and pick-up points at Naya Raipur and Raipur (“**Project**”), in accordance with the terms and conditions set forth in this Service Agreement.

B. NRDA, invited tenders to provide services for the Project from companies (the “**FCS Agency**”) the Project vide notice inviting tender no.3702/115//4(3)/CEE/EEC-II/BRTS/ NRDA/2016 Naya Raipur, Dated 11.07.2016

- C. The primary work of the Agency will be to depute suitable personnel to operate Point of Sale and issue ticket and collect the prescribed fare from passengers of the buses by hand held electronic ticketing machines (ETMs), at bus shelters and pick-up points operating under the Project. The money collected shall be required to be deposited by Agency at designated depot/ location as directed by NRDA from time to time. The Agency shall also be responsible for the security and housekeeping of bus shelters and pick-up points as per this agreement and also detailed in the Scope of Services appended to this agreement.
- D. In response thereto, NRDA received proposals from bidders and after due evaluation thereof, accepted the proposal submitted by..... (the Agency) and subsequently NRDA issued a Letter of Acceptance Ref. No. _____ dated _____;
- E. 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:

1. DEFINITIONS AND INTERPRETATION

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 Service Agreement is signed by NRDA and shall include legal representatives, successors and permitted assigns of such successful bidder.
- b) **"Agreement"** or **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 NRDA and the Agency for providing fare collection and related services for the Project.
- c) **"Agreement Period"** shall mean a period of **Four (04)** years from the date of signing of 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;
- Motor Transport Workers Act 1961.

- e) **“Appointed Date”** means the date of this Agreement.
- f) **“Bus Shelter”** means the bus shelters and pick-up points operational under the Project in terms of details set out in **Schedule 7** and the shelters which may be added from time to time.
- 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 NRDA in any manner whatsoever.
- h) **“Collection Services”** means to operate hand held ETM, issue ticket, collect prescribed fare from passengers at the Bus Shelter and depositing money collected at designated depot/ location through deployment of eligible Personnel at the Bus Shelters and perform necessary duties in terms of direction of NRDA as part of the Project in accordance with Schedule-1 to this Agreement.
- i) **“ETM”** shall mean electronic ticketing machine provided by NRDA to the FCS Agency and to be used for issue of tickets to passengers at the Bus Shelters by FCP.

- j) **“Fare Collection Service Personnel”** or **“FCP”** shall mean the personnel employed by the Agency for providing Services under this agreement.
- k) **“Force Majeure”** shall have the same meaning as ascribed to it in Clause 16.
- l) **“Infrastructure Facilities”** means the ETM, depot space, space at the Bus Shelters and other such incidental facilities required by the Agency to deliver the Collection Services.
- m) **“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.
- n) **“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.
- o) **“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, or which such Party has failed to cure.
- p) **“Personnel”** shall mean the persons employed/engaged by the Agency for providing the Services under this agreement.
- q) **“Statutory Payments”** means the payments required to be made to any government authorities in terms of Applicable Law.
- r) **“Event of Default”** shall have the same meaning as provided in this Agreement

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, Clause, Sub clause, paragraph, subparagraph, Schedule or item is a reference to a Clause, sub-clause, paragraph, subparagraph, Schedule or item of this Agreement.

2. AGREEMENT

- 2.1** Subject to and in accordance with the terms and conditions set forth in this Agreement, NRDA hereby appoints the Agency for providing Services detailed in this agreement and the Agency hereby accepts the same on the following basis, subject to the terms and conditions of this Agreement:-

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

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. 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 NRDA.

3. MOBILIZATION AND DURATION OF AGREEMENT

3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Agency agrees to provide the Services for a period of four (04) years from the date of signing of this Agreement, unless terminated earlier in accordance with the provisions of this Agreement. However, if the performance of the agency is found satisfactory in the opinion of NRDA, Service agreement can be renewed up to a maximum of 3 years on such terms and condition as parties may agree at such time.

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 NRDA. A delay beyond 30 days shall be compensated by the Agency to NRDA @ Rs. 1,000/- (Rs. One Thousand) per Bus Shelter and per pick up point per day.

4. RIGHTS AND OBLIGATIONS OF AGENCY

- 4.1 The Agency shall, subject to and in terms of this Agreement, have the right to:
- a. Providing fare collection and related services in bus shelter and pickup point by deploying eligible personnel for ticket dispensing, fare collection, security and housekeeping services;
 - b. raise claim and receive Fees subject to Performance Adjustment in terms of this agreement; and
 - c. use Infrastructure Facilities in terms of this Agreement.

4.2 The Agency shall be obliged to:

- a. provide services as per the scope of fare collection, housekeeping and Security Services as set out in Schedule 1;
- b. employ/ engage qualified personnel necessary manpower for delivering Fare Collection, housekeeping and Security 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 NRDA and is set out in Schedule 2 and which may be amended/rectified from time to time by NRDA at its sole discretion;
- c. comply and adhere to Applicable Laws and submit necessary proof of such compliance at the request of NRDA 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 Fare Collection, housekeeping and Security Services;
- d. make all the statutory payments with respect of Applicable Laws including laws dealing with labour. Agency shall furnish a monthly certificate to NRDA to confirm 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. 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 NRDA, 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 NRDA under the agreement or under law for such recovery from Agency;
- f. release and indemnify NRDA, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to

- property 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/FCPs or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise,
- g. 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;
 - h. furnish and maintain the Performance Security and Security Deposit in terms of Clause8;
 - i. ensure continued compliance with Performance Standards in terms of this Agreement;
 - j. ensure safety, security and functioning of various equipment installed on the Pick-up-Point and Bus Shelters and equipments such a electronic Ticketing machine (ETM) etc. provided by NRDA or any other agency nominated by NRDA;
 - k. maintain a complete and correct set of records pertaining to all activities relating to the performance of the 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 shall be handed over to NRDA on expiry or early termination of the Agreement.
 - l. where the Agency is bound by a court's decision, law or act including Right to Information Act, provide all necessary assistance to NRDA;
 - m. notify NRDA within 14 days of any changes to the Agency directors, Partners, senior management and key personnel involved;
 - n. The Agency shall follow all directions given by NRDA as per the terms of this Agreement for efficient operation and maintenance, thereof;
 - o. agrees that NRDA 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;
 - p. protect 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;
 - q. 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 NRDA against any claims, damages, expenses or losses and that in no case and shall for no purpose shall NRDA be treated as employer in this regard;
- r. not to place or create and nor permit any contractor or other person claiming through or under the Services to create or place any Encumbrance or security interest over all or any part of or on any rights or interest of NRDA under this Agreement,;
 - s. provide and maintain all necessary safety, health and welfare facilities for its staff and FCPs.
 - t. indemnify and hold harmless NRDA 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.
 - u. 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; and
 - v. 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 performing 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.

5. RIGHTS AND OBLIGATIONS OF NRDA

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

- (a) ensure peaceful enjoyment of the Agreement subject to the terms and conditions of this Agreement by the Agency during the tenure of the 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 NRDA shall have the right to:

- (a) ensure compliance of Agency's obligations in terms of this Agreement;
- (b) manage the through it self or by delegating the powers and responsibilities to other entity, under this agreement.
- (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.
- (d) Levy penalty for non performance of the service as detailed out in this Agreement.

6. SAFETY AND SECURITY

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 and public at the Bus Shelters boarding, on and alighting from the Buses;
- (c) all employees, agents of NRDA whilst on or visiting any of the Pick-up-Points and Bus Shelter for any purpose in connection with this Agreement; and

Further, the Agency shall:

- (a) promptly report to NRDA and 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.

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 the Personnel that Personnel on being appointed for the purpose of Services, cannot claim any right or privileges as employees of NRDA. Neither NRDA shall be responsible for any liability of the Agency towards the statutory payments to the Personnel working under them. The Agency shall hold NRDA harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.

7. PAYMENT OF FEES TO THE AGENCY

7.1 In consideration of Agency discharging its obligations in accordance with this Agreement, NRDA agrees and undertakes to make payment against the Invoice in terms of this Agreement based on the Total **Estimated Billing Rate per Shift** is Rs. - ----- (in words -----) during the contract subject to the following -

- (1) The payment shall be made by NRDA on the basis of actual deployment of the personnel at site. The payment under the heads “**Overheads and Sundries per Shift per Personnel**” and “**Management Fee and Profits per Shift per Personnel**” shall be accordingly increased or decreased as the case may be on pro rata basis.
- (2) NRDA may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of any category of personnel by giving Fifteen (15) days’ notice of such changes.
- (3) The **Total Estimated Billing Rate** shall include all cost, sundries, all the taxes charges fees except the service tax and other cess as applicable on the date of payment. The Service Tax and other cess shall be reimbursed separately by NRDA on production of supporting documents to the Agency.
- (4) NRDA shall provide free passes for the BRTS- Lite services for the person deployed by the Agency.
- (5) NRDA shall reimburse the cost of equipments, machines, tools and tackles and consumables required for Housekeeping. However, the quantities and specifications thereof shall be finalized after signing of the Service Agreement in

consultation with the Agency. The Agency shall be responsible for operation and repairs, maintenance and replacement of the equipments, machines, tools and tackles during the contract period.

7.2 Invoice for Fee

- (a) The Agency shall submit an invoice at the end of every calendar month (the "Invoice") specifying:
- (i) Details of Bus Shelter including the number of FCPs and the number of shifts for which the Fare Collection, housekeeping and Security Services were provided;
 - (ii) Total Amount of Fee payable for billing period based on details set out in this agreement; and
 - (iii) Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.

7.3 Taxes

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

7.4 Payment

- a) NRDA agrees to release payment against the Invoice within Fifteen (15) working days (excluding Saturday, Sunday and holidays) from the date of receipt of the certified Invoice and following document:

- i.) Certificate duly sign by the authorised person that the monthly wages to the FCPs have been released.
- ii.) All the applicable deduction to words income tax, ESI, PF contribution etc have been deposited to the bank account.

8. PERFORMANCE SECURITY AND DEPOSITS

As per the terms and conditions of the tender, for due and punctual performance of its obligations hereunder relating to the Collection, Housekeeping and Security Services the Agency is required, to deliver to NRDA, prior to the execution of this Agreement, a bank guarantee equal to 5% (Five Percent) of **Total Estimated Billing Rate** for One year from any Bank approved by NRDA, in the form as set forth in Schedule 6, (hereinafter referred to as "Performance Security"). The Agency has delivered the bank guarantee no. ----- Issued by ----- (Name of Bank) Valid up to -----.

- 8.2 Performance Security shall be kept valid for a period of at least 12 (Twelve months) from the Date of agreement 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 NRDA, if any, from the Agency under this Agreement, be duly discharged and released to the Agency, but no interest shall be payable.
- 8.3 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.
- 8.4 NRDA 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 if the amount paid meets only part of the claim of NRDA, 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.
- 8.5 The Performance Security shall be furnished within a period of 15 days from the date of issue of demand notice. In case the Bus Operator fails to furnish the Performance Security within the Specified time limit the performance security will be increased by 5 % after every fort night.

- 8.6 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.
- 8.7 The Agency shall deposit and maintain with NRDA an interest-free cash security deposit @ Rs. 5000/- (Rupees five thousand) per ETM handled by FCP. This cash security shall be deposited by the Agency progressively in accordance with number of ETMs added to the Project from time to time. The Agency shall be required to deposit the incremental cash security within 7 (seven) days of intimation by NRDA. ("Security Deposit").
- 8.8 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.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 9.1 NRDA shall 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 Agency undertakes 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.

10.WARRANTIES

- 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.

11. LIABILITIES AND INDEMNITY

- 11.1 Each of the Agency and NRDA ("**Indemnifying Party**") hereby agrees to indemnify and keep indemnified the other Party, 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.
- 11.3 The Agency undertakes to indemnify and hold harmless NRDA 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 NRDA 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.

11.2 All the provisions in Clause 11 shall survive the termination of this Agreement.

12.DEFAULT CHARGES

12.1 NRDA shall have the right to, either by itself or by a third party nominated by NRDA, 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 NRDA 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 NRDA may impose default charges as stipulated in **Schedule 4** till such time as the default has been cured to the satisfaction of NRDA. 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 NRDA 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) NRDA 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.

13.TERMINATION

13.1 This Agreement may be terminated forthwith by either the Agency or NRDA ("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 NRDA 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 NRDA, or for any other reason considered by NRDA 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 NRDA 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 NRDA. Atleast three (03) months notice shall be provided to the Agency by NRDA 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.

- 13.6 In the event of termination for an Agency Event of Default, NRDA shall be entitled to invoke and retain the Performance Security and Security Deposit amount in full and Takeover peaceful possession without any Encumbrance of all ETM, Bus Depot, Bus shelter, Pick- up points, and/or Parking provided to the Agency.
- 13.7 In the event of termination for an NRDA Event of Default, NRDA shall Refund/ release of performance security [if still subsisting] in full provided there are no outstanding dues off the NRDA on the Agency and Pay any sum due and payable as the Operation Payment by the NRDA till date of such termination.

14. GOVERNING LAW AND DISPUTES

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 NRDA which is not resolved by the board representatives of the Agency and NRDA shall, within 30 calendar days of written notice from either the Agency or NRDA 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 NRDA shall use all reasonable endeavours to send a sufficiently experienced personnel 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 NRDA may refer the Dispute to binding arbitration, to either a single arbitrator mutually agreed to by the Parties or if no single arbitrator is appointed within 15 days of such reference then such arbitration shall be done by a panel of three (3) arbitrators one appointed by each party and third by the two arbitrators. For the purposes of any arbitration proceedings commenced pursuant to this clause:

- (a) The Indian Arbitration and Conciliation Act 1996, (Act 26 of 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 Raipur, 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 NRDA 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 NRDA, in case the situation warrants removal of the Agency for reason of non-performance, NRDA shall proceed with such removal of the Agency pending decision of Arbitration.
- 14.5 Each of the NRDA 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 NRDA; 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 NRDA 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 NRDA 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 NRDA 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 NRDA and each of the Agency and NRDA 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 Clause-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.

15.ASSIGNMENT

- 15.1 NRDA 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 NRDA 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 NRDA shall thenceforth be discharged from all obligations under this Agreement. NRDA 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 NRDA.

16. FORCE MAJEURE

- 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 Clause-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 NRDA 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 NRDA 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 NRDA, 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.

17.NOTICES

- 17.1 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 NRDA

Attention of:	Chief Executive Officer
Address	Naya Raipur Development Authority NRDA Building, Near Mantralaya Capitol Complex, Sector 19 Naya Raipur, Chhattisgarh-492002 Ph - 0771- 2511729
Fax	

To the Agency

Attention of:
Address :

Fax :

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

- 17.2 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 despatch.
- 17.3 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.

18.MISCELLANEOUS

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

Schedule 1: Scope of Services

The Agency shall undertake following activities:

- The estimated number of FCPs for the Fare Collection Service to be deployed on the specified bus shelter and pick-up points for 8 hour shift.

S. no	Category	Number of Shelter	Estimated Number of FCPs/ Shelter			
			Fare Collection Personnel	Security Guards	House Keeping	Supervisor
1	Pick-up Point					
	1st Shift	4	2	1	6	2
	2nd Shift		2	1		
	3rd Shift		0	1		
Shelter						
2	1st Shift	9	1	0	6	2
	2nd Shift		1	0		
	3rd Shift		0	1		
Total			34	21		
Expected Number of FCPs required by the Face Collection Agency					63	

Note* -

- The agency shall have to make necessary arrangement for the substitute of FCPs in case of their absence, leave or termination. In no case the designated seat of the personnel will remain vacant.
 - NRDA may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of FCPs by providing Fifteen (15) days' notice time of such changes.
- Agency shall deploy the FCPs in terms of Schedule 2 at locations specified by NRDA in the Raipur and Naya Raipur area. 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 NRDA.
 - Agency shall directly monitor and supervise the working of ticket dispensing/fare collection/housekeeping/security personnel and to ensure that the services rendered by the FCPs meet the performance standards prescribed by NRDA.
 - Agency shall deploy supervisors in each shift to monitor and supervise activities of FCPs at depots and changeover terminal points.

5. Agency shall provide/ issue uniform to FCPs which include Ticket collectors, Security guards, housekeeping 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 NRDA including accessories such as whistle, cap, Photo Identity Cards issued by the Agency. All the employees of the agency shall, while on duty, always wear the uniform in a neat, clean and well ironed condition.
6. Agency shall ensure discipline and good conduct of Personnel and remove any of its person who in the opinion of NRDA is causing / source of / reason of interference, annoyance, nuisance to NRDA/ Project/ commuters and substitute him/them with other eligible personnel. NRDA is under no obligation to the Agency to supervise personnel deployed by the Agency. Where NRDA 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)
7. Agency shall release regular payment of wages and eligible benefits etc. to the personnel belonging to the Agency for providing Collection, Maintenance and Security Services.
8. Agency shall depute FCPs for training organised by NRDA for operation of ETM's and other fare collection procedures/ processes. No payment shall be made to the Agency by NRDA for the training period, however, the cost towards training of selected FCP shall borne by NRDA. The final selection of FCP shall be made by NRDA based on candidate performance including qualitative evaluation. The cost of training of Rs. 3,000/- (Rupees Three thousand only) shall be payable by the Agency in case the selected candidate is not available as FCP for at least one continuous year post induction as FCP.
9. Agency shall not replace/change the personnel without prior written approval/consent from NRDA.
10. 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.
11. 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/Bus Shelter to NRDA authorised personnel against proper receipt.
12. The Agency shall be responsible to ensure that the duty-wise cash deposited by its personnel tallies with back-end record of NRDA in respect of tickets issued from ETM in addition to sale proceed through pre-printed tickets if any.

13. The Agency shall ensure that the Bus Shelter will not be used for any purpose other than the Bus Service and Fare collection without the prior written permission of NRDA.
14. The Agency shall Ensure due maintenance of the Bus shelters and bear all expenses towards maintenance of the bus shelter throughout the Agreement period and not claim any additional expenses.
15. The Agency shall ensure that the Bus shelter and Project Facilities are maintained in clean, safe and good operable condition during the Term of the Agreement.
16. The Agency shall be responsible for the maintenance, upkeep, repair and security of the Bus Shelter along with all the equipment and material within the Bus shelter including the space provided by the NRDA at Bus depot.
17. The Agency shall not have any right to display advertisement in bus shelters, pick up points, Parking space or any part thereof.
18. The Agency shall supply, maintain and install the furniture and necessary equipments in the bus shelters and the space provided by NRDA on the depot.
19. The Agency shall maintain the sufficient amount of consumable required for the housekeeping of the bus shelter and pick- up points.
20. The agency shall be responsible keeping the premises **root free**.
21. The agency shall be responsible for the disposal of solid waste in the specified location provide by NRDA.
22. The agency shall make necessary arrangement for drinking water for its FCPs.
23. The Agency shall ensure that the FCP undertakes the following activities are per instructions of NRDA 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 (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 in lieu of tickets validate the electronic pass, in accordance with method set out by NRDA.
 - d) The FCP shall also operate turnstile and manage the in grace and out grace of the passenger.
 - e) FCP shall wear the prescribed uniform on duty.
 - f) FCP shall maintain the bus shelter and pick up points inside and surrounding area clean and up to date.

- g) FCP shall secure the shelter and pickup point, ITS system and other facility within and outside area.
- h) FCP shall ensure that all the instructions of NRDA 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 or intend to purchase the ticket.
- j) 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.
- k) FCP shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- l) FCP shall maintain a Passenger Complaint Book.
- m) FCP shall maintain a first aid box provided at the Bus Shelter.
- n) FCP shall be responsible for safe handling and security of ETM, ticket bag (if any) and other Clauses of NRDA.
- o) 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 NRDA, the ETM / pre-printed tickets and any other Clauses which FCP may have been entrusted.
- p) FCP shall inform to the Control Room of NRDA about any incident, breakdown, missing of trip, accident etc. on line.
- q) 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.
- r) FCP shall maintain law and order and inform the police in case of any suspicious person or goods noticed at the Bus Shelter.
- s) Any other duty that may be assigned to him but not specifically covered herein.
- t) FCP shall be required to make daily, weekly and monthly report
- u) FCP shall maintain cleanliness within and outside of the bus shelters and clean a unit at least twice a day.
- v) FCP shall dispose the solid waste to the designated location.
- w) FCP shall not allow unauthorised personnel to the premises and protect tempering of ITS system and other equipment.
- x) FCP shall keep round the clock security to bus shelters, pick up points, including the ITS and other equipment provided therein.

Schedule 2: Fare Collection Personnel

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

1. Minimum Requirements for FCP

1.1 Medical

The selection by Agency shall be based on medical fitness by a registered M.B.B.S doctor. The FCP shall be of -

- 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) having Sound physical and mental health
- b) The FCP shall not have any communicable disease, no drug abuse dependency

1.2 Academic Qualification

Supervisor	Graduate with Skill in Computer Operation
Ticket Collector	Matriculation or its equivalent from the recognized Board in India.
Security Guard	Matriculation or its equivalent from the recognized Board in India.
House keeping	Literate

1.3 Professional Experience

- a) Good knowledge of routes, timetable, ticketing systems and other relevant systems.
- b) 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) Provide all necessary assistance to Persons with Special Needs.

1.5 Major Duties of Fare Collection Personnel

Supervisor	<ul style="list-style-type: none"> • To act as a Point of Contact • To check and deploy the FCPs on all the shelters in every shift. (Check for absentees)
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	<ul style="list-style-type: none"> • Generate Daily Performance Report • To check the performance of the all the FCPs as per NRDA Standards • To deposit the revenue generated from all the shelter to the designated bank account • To take the Complaints and Feedback from the commuters
Ticket Collector	<ul style="list-style-type: none"> • To Operate ETM machine • To Collect the Fare from the Bus Shelter • To act as a Ticket Collector Cum Security Guard (When Security Guard is not deployed in the shelter) • To provide general information to the commuters. • To keep the ETM machine safe
Security Guard	<ul style="list-style-type: none"> • To secure the bus Shelter • To guide the Commuters or Passengers • To act as a Ticket Collector (Only in absence of Ticket Collector)
House keeping	<ul style="list-style-type: none"> • To clean the premises twice a day • To arrange necessary cleaning utilities

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

2.1 The Agency shall deposit verification result for all Personnel :

- Education Verification
- Address Verification
- Indian Criminal Record Verification
- Indian Court Record Check
- Indian National Identity Check

2.4 Aadhar card/identity proof details of all Personnel shall be provided.

3. Occupational Conduct, Health, Welfare and Safety

The Agency shall:

3.1 issue appointment letters to eligible FCP and furnish the same to NRDA 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 NRDA for purpose of records and safekeeping, while in no way making NRDA 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 viz-a-viz 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 NRDA. Thereafter based on the assessment made by NRDA after training, NRDA 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 NRDA shall be deployed by the Agency as per requirement determined by NRDA.

Schedule 3: Fee Calculations and Payment Mechanism

As approved by NRDA based on the financial tender of the successful bidder subject to the terms and condition of the agreement.

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. 1000/- 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 (up to maximum limit of Rs 5000/- per incident) may be imposed upon the Agency and recovered from Fees
4.	Delay up to two (2) hours in deploying personnel in operation of duty as per duty roster.	Rs. 500/- per shift per day.
5.	Non-deployment or delay of more than Four (4) hours of Personnel as per duty roster	Rs. 1000/- per shift per day.
6.	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 b) In case of compliance in step (a) not done, NRDA shall deduct from the Fees
7.	Deficiency in Housekeeping Services	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.
8.	Deficiency in Security Services	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.

Schedule 5: Deficiency List

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 without proper relieving.
- 2.2. Losing attendance card.
- 2.3. Not reporting to supervisor (in case posted) at starting point / time.
- 2.4. Not marking closing or opening Number of Tickets in the waybill.
- 2.5. Not checking tickets issued by advance booker or passes.
- 2.6. Losing any property of NRDA entrusted to authorised personnel of agency losing any property entrusted to authorised personnel of agency by NRDA.
- 2.7. Remaining idle and not issuing tickets when required.

3. CONDUCT & BEHAVIOR

- 3.1. Disobeying the orders of NRDA.
- 3.2. Being rude or insolent to passengers.
- 3.3. Without uniform.
- 3.4. Not at the point of sale at the Bus Shelter 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 reporting faulty display board/announcement system at the Bus Shelter.
- 3.9. Not providing necessary aid to persons injured by bus in case of an accident.
- 3.10. Consumption of alcohol during the duty.

4. TICKETS

- 4.1. Wrong punching of tickets, passes etc.
- 4.2. Wrong/faulty operation of ETM

5. HOUSE KEEPING

- 5.1. Non-cleanliness/ littering within and outside the premises
- 5.2. Keeping dirty patch of wall, door and any other structure of the shelter.
- 5.3. Disposal of the solid waste other than the designated location.

6. Security

- 6.1. Allowing the unauthorized person in the premises.
 - 6.2. Allowing misuse of the premises.
 - 6.3. Tempering with the ITS system and other equipment.
7. Any other deficiency as may be added by NRDA from time to time.

Schedule 6: Performance Security Bank Guarantee

To

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

Naya Raipur Development Authority, represented by the Chief Executive Officer, having its office at NRDA Building, Near Mantralaya Capitol Complex, Sector 19 Naya Raipur, Chhattisgarh-492002, hereinafter referred to as “NRDA”, 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 NRDA and _____, a company incorporated under the provisions of the Companies Act or societies registered under Society Registration Act or registered partnership firm having its registered office/permanent address at [insert address] (“Agency”) (“the Agency”) the Company/firm have/ has been authorised to for providing fare collection and related services at designated bus shelters and pick up points in Naya Raipur and Raipur area, in accordance with the Agreement mentioned hereinabove.
- B. In terms of the Agreement, the Agency is required to furnish to NRDA, 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 at designated bus shelters and pick up points in Naya Raipur and Raipur area.
- C. 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 at designated bus shelters and pick up points in Naya Raipur and Raipur area.

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 at designated bus shelters and pick up points in Naya Raipur and Raipur area.
3. The Guarantor shall, without demur, pay to NRDA sums not exceeding in aggregate Rs. _____ [insert amount in figures and words], within five (5) calendar days of receipt of a written demand therefore from NRDA stating that the Agency has failed to meet its performance obligations relating to fare collection and related services at designated bus shelters and pick up points in Naya Raipur and Raipur area. 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 NRDA 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, NRDA 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 NRDA or any indulgence shown by NRDA 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 NRDA or any indulgence shown by NRDA, 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 NRDA 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 "NRDA", "the Bank" and "the Agency" hereinbefore used shall include their respective successors and assignees.
9. This bank guarantee shall be operable and if invoked, shall be payable in the branch-----
------(name) of the bank (name)

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2016 _____ 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: Locations of Bus Shelters and Pick-up Points

S.N	Description of Location	Type
1.	5 metres Median Bus Shelter at Naya Raipur	BusShelter
2.	5 metres Median Bus Shelter atNaya Raipur	Bus Shelter
3.	5 metres Median Bus Shelter atNaya Raipur	Bus Shelter
4.	5 metres Median Bus Shelter atNaya Raipur	Bus Shelter
5.	20 metres Median Bus Shelter atNaya Raipur	Bus Shelter
6.	20 metres Median Bus Shelter atNaya Raipur	Bus Shelter
7.	20 metres Median Bus Shelter at Naya Raipur	Bus Shelter
8.	100 metres Median Bus Shelter at Naya Raipur	Bus Shelter
9.	100 metres Median Bus Shelter at Naya Raipur	Bus Shelter
10.	Mantralaya ,Naya Raipur	Pick-Up Point
11.	HOD Building, Naya Raipur	Pick-Up Point
12.	Railway Station, Raipur	Pick Up Point
13.	Old Mantralaya, Raipur	Pick Up Point

