



CHALLAN
MTR Form Number-6



GRN	MH014095135202324E	BARCODE			Date	17/01/2024-10:21:38		Form ID	
Department Inspector General Of Registration					Payer Details				
Non-Judicial Stamps-Consolidated Stamp Duty					TAX ID / TAN (If Any)				
Type of Payment Inspector General of Registrations					PAN No.(If Applicable)				
Office Name THN4_THANE NO 4 JOINT SUB REGISTRA					Full Name		Vansh Infotech Pvt Ltd		
Location THANE									
Year 2023-2024 From 01/04/2023 To 31/03/2024					Flat/Block No.		Namdar Jagganath Nana Shankarseeth Bus Depot		
Account Head Details				Amount In Rs.	Premises/Building				
0030046401 Consolidated Stamp Duty85				100000.00	Road/Street		Freedom Fighter Yashwant Shankar Road		
					Area/Locality		Ghodbunder		
					Town/City/District				
					PIN		4 0 1 1 0 7		
					Remarks (If Any)				
					Stamp Duty for Selection of Fare Collection Services to Mira Bhayandar				
					Municipal Corporation				
					Amount In One Lakh Rupees Only				
Total				1,00,000.00	Words				
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN	Ref. No.	00040572024011750771		CK000ALPZ8
Cheque/DD No.					Bank Date	RBI Date	17/01/2024-10:22:48		Not Verified with RBI
Name of Bank					Bank-Branch		STATE BANK OF INDIA		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 7507511665

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चतन केवळ दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चतन लागू नाही.





महाराष्ट्र MAHARASHTRA

● 2022 ●

BU 996988

6 6 JUN 2023

Stamp Head Clerk / Sr. Clerk

AGREEMENT

This Fare Collection Services Agreement (FCSA) is entered into on the 15th day of June (Month), Two Thousand and Twenty Three.

BETWEEN

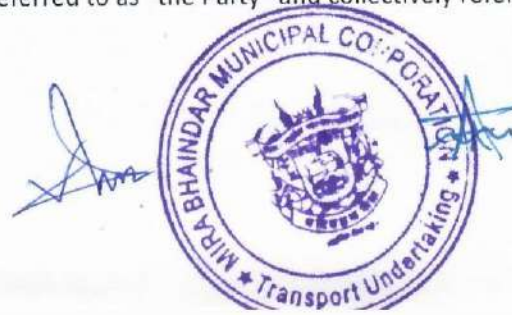
Municipal

Mira Bhaindar Transport Undertaking (MBMTU), acting through its authorized signatory and having its registered office at 3rd, Floor, Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg, Bhaindar West, Mira Bhaindar, Mira Bhaindar Municipal Corporation, Dist-Thane Maharashtra 401101, (hereinafter referred to as "MBMT", which expression shall, unless repugnant to the context thereof, mean and include its successors or assigns) of the ONE PART;

AND

M/s Vansh Infotech Private Limited a company incorporated under the provisions of the Company Act, 1956, having its registered office at Block No M-1 Annapurna Complex, Opposite Sudhanshu Hall Chakradhar Nagar, Nagpur:- 440009 (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 OTHERPART.

MBMT and FCA Agency are hereinafter individually referred to as "the Party" and collectively referred to as "Parties".



1. मुद्राक पत्राची नोंदवारी अन् कमाक/दिनांक

८००६ ए६६१२३

2. दस्तऐवज बतवण

3. दस्त नोंदणी करवापर उपाय कर

होय

होय

4. मिळविलेली बाबतच्यात वर्णन

5. मुद्राक मिळत घेणाऱ्याचे नांव व सही

6. हस्त अथवा दावा त्याचे पाद पत्ता व सही

7. दुसऱ्या पक्षकाराचे नांव

8. मुद्राक मुल्य रक्कम

9. परवानाधारक व परवाना

विक्रय पत्ता

प. एस. लोहकरे

ता. ५/९८

व ४६०१०१०

प. एस. लोहकरे

10. एका लग्नपत्राची या नोंदवारी करून घ्यावी याच कारणाभावी

मुद्राक पत्राची नोंदवारी व नोंदवारी करवापर उपाय करवावे.





महाराष्ट्र MAHARASHTRA

2022

NAGPUR TREASURY
BU 996989
6 JUN 2023
Stamp Head Clerk / St. Clerk

WHEREAS:

- Mira Bhaindar Municipal Transport, invited sealed Proposals to provide Fare Collection and Related Services (the "FCS Agency") for buses in MBMT in terms of RFP dated 20/02/2023.
- 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 MBMT;
- In response thereto, MBMT received proposals from bidders and after due evaluation thereof, accepted the proposal submitted by M/s Vansh Infotech Private Limited and accordingly, MBMT issued a Letter of Award Ref. No. MBMC/Transport/34/2023-24 dated 25/04/2023 ;
- The Parties have now agreed to enter into this Agreement 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:



Page 2

१. मुद्राक विक्री मंडळीचे अनेक कामकाज

निर्वाह

COC EL 23

२. दस्तऐवज बनवणे

३. दस्त निवडणी करणेवर आदेश देणे

होय नाही

४. मिल्हकतीचे थोडक्यात वर्णन

५. मुद्राक विक्रीत घेण्याच्या नांव व सही

६. हस्त असेल त्याचे नांव पत्ता व सही

७. दुसऱ्या पक्षकाराचे नांव

८. मुद्राक शुल्क रक्कम

९. परवानाधारक मुद्राक विक्रीसाठी सही

१०. व परवाना धारक मुद्राक विक्रीसाठी

विक्रीचा पत्ता

य. एस. लोहकर

ता. नं. 5/96

पत्र नं. 4601018

पत्ता नं. रायपुर

११. कायदाबाहरी कामकाज, कायदाबाहरी कामकाज, कायदाबाहरी कामकाज

१२. मुद्राक विक्रीत कोणत्याही प्रकारचे महत्वाचे कामकाज घेणे.



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ARTICLE 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 FCS Agreement is signed by MBMT 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 MBMT and the Agency for providing fare collection and related services for the Project.
- c) **"Agreement Period"** shall mean a period of 3+2+2 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:

The contract labour Regulation & Abolition Act 1970

The Factories Act 1948

The Minimum Wages Act 1948, The payment of wages Act 1936

The Maharashtra Profession Tax Act 1971

The Mumbai Labour Welfare Fund Act 1953

The Sexual Harassment of Women in Workplace Act 2013

The Child Labour (Prohibition and Regulation) Act 1986

The interstate Migration Workmen (Regulation of employment and conations of service) Act 1979

The Maharashtra workmen Minimum House Rent Allowance Act 1983

The Motor Transport Workers Act 1961

The Bonded labour system (Abolition) Act 1976

The weekly Holidays Act 1942

The Employee Provident Fund & Miscellaneous Provision Act 1952

The payment of Gratuity Act 1972

The Employees State Insurance Act 194

The Payment of Bonus Act 1965

The Employee Compensation Act 1923

The Maternity Benefit Act 1961

- e) **"Appointed Date"** means the date of this Agreement.

- f) **"Bus"** means the buses operational under the Project in terms of details set out in Schedule 1.



Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

- 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 MBMT 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 MBMT as part of the Project in accordance with Schedule-1 to this Agreement.
- i) **"Effective Date"** means the date on which this Agreement is executed.
- j) **"ETM"** shall mean electronic ticketing machine provided by MBMT to the FCS Agency and to be used for issue of tickets to passengers on board a Bus by CONDUCTORS.
- k) **"Fare Collection Person" or "CONDUCTORS"** shall mean the persons employed by the Agency for providing the Collection Services on board the Bus.
- l) **"Force Majeure"** shall have the same meaning as ascribed to it in Clause 16.
- 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 licenses 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) **"Personnel"** shall mean the persons employed/engaged by the Agency for providing the Collection Services.
- r) **"Project"** means the buses, operated by private corporate entities on gross cost model, under a concession agreement signed between MBMT and the private companies.
- s) **"RFCCP"** means Reimbursement of Fare Collection Cost per Passenger
- 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, Sub clause, paragraph, subparagraph, Schedule or item is a reference to a Article, sub- clause, paragraph, subparagraph, Schedule or item of this Agreement.



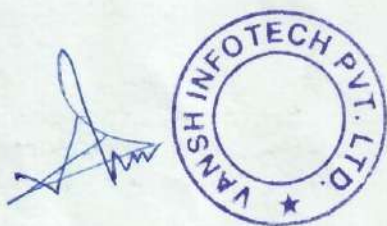
ARTICLE 2: AGREEMENT

- 2.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, MBMT 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 MBMT.
- 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 MBMT.



ARTICLE 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 Collection Services for a period of 3+2+2 years from the date of signing of this Agreement, unless terminated earlier in accordance with the provisions of this Agreement.
- 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 MBMT. A delay beyond 30 days shall need to be compensated @ Rs. 1,000/- per bus per day.



ARTICLE 4: RIGHTS AND OBLIGATIONS OF AGENCY

- 4.1 The Agency shall, subject to and in terms of this Agreement, have the right to:
- provide Collection Services in terms of this Agreement;
 - raise claim and receive Fees based on the value of Collection Services provided, subject to Performance Adjustment in terms of Schedule 4; and
 - use Infrastructure Facilities in terms of this Agreement.
- 4.2 The Agency shall be obliged to:
- undertake the Scope of Collection Services as set out in Schedule 1;
 - 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 MBMT and is set out in Schedule 2 which may be amended/rectified from time to time by MBMT at its sole discretion;
 - comply and adhere to Applicable Laws and submit necessary proof of such compliance at the request of MBMT and ensure that relevant application for renewal of relevant licenses and permits as may be required is submitted to competent authority to ensure continued and uninterrupted Collection Services;
 - make all the statutory payments with respect of Applicable Laws including laws dealing with labour. Agency shall furnish a monthly certificate to MBMT 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;
 - 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 CONDUCTORS at par irrespective of the Agency and also to ensure uniform payment and accounting cycle at MBMT end;
 - 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 MBMT, 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 MBMT under the agreement or under law for such recovery from Agency;
 - release and indemnify MBMT, 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 MBMT 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, its 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 MBMT for any injury, loss, damage, cost and/or expense to the extent that the negligence of MBMT, their employees, agents or contractors is shown to have significantly contributed to the said injury, loss, damage, cost and/or expense;
 - 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 4;
- k. ensure safety, security and functioning of various equipment installed on the Bus by MBMT or any other agency nominated by MBMT such as equipment related to ETM;
- 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 three (3) years from expiry of this Agreement ("Retention Period") or handed over to MBMT in case of Termination and shall made available its staff for interview/discussion;
- m. where MBMT is bound by a court's decision, law or act including Right to Information Act, provide all necessary assistance to MBMT;
- n. notify MBMT within 14 days of any changes to the Agency directors, senior management and key personnel involved;
- o. recognizes MBMT, appointed for managing and overseeing the Collection Services. The Agency shall follow all directions given by MBMT as per the terms of this Agreement for efficient operation and maintenance, thereof;
- p. agrees that MBMT 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 MBMT against any claims, damages, expenses or losses and that in no case and shall for no purpose shall MBMT 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 MBMT 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 MBMT 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 Project; and
- w. submit an undertaking in the form of an affidavit that the agency will not be involved

Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

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 Accident cum death policy as per W/C Act 1923 (Group Insurance)
- y. Obtain Health Medclaim Insurance Cover of Minimum 5 lakhs per personnel
- 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.
- aa. The cleanliness of the allotted premises shall be maintained by the Agency. Water and Electricity charges will be distributes amongs the Bus Operator and Agency on pro-rate basis. The agency shall be liable to pay such charges.



ARTICLE 5: RIGHTS AND OBLIGATIONS OF MBMT

5.1 MBMT 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 MBMT shall have the right to:

- (a) ensure compliance of Agency's obligations in terms of this Agreement as set out in Article;
- (b) manage the Agreement to facilitate compliance with Applicable Laws, without any obligation or claim on MBMT for any situation/ event which is set out as a responsibility of the Agency;
- (c) change the location of the depot(s) allotted at the time of initial allotment and /or in case of operational exigencies, preferably after 1(one) year from the operation of depots.
- (d) 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.



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ARTICLE 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 boarding, travelling on and alighting from the Buses;
- (c) all employees, agents and contractors of MBMT 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 MBMT 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.

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 Collection Services cannot claim any right or privileges as employees of MBMT. MBMT shall not be responsible for any liability of the Agency towards the statutory payments to the Personnel working under them. The Agency shall hold MBMT harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.



ARTICLE 7: PAYMENT OF FEES TO THE AGENCY

In consideration of Agency discharging its obligations in accordance with this Agreement, MBMT 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 Reimbursement of Fare Collection Cost per Passenger. The details of manpower utilized for the services also needs to be mentioned in the as attachment
 - (ii) Total Amount of Fee payable for billing period based on details set out in Schedule 3; and
 - (iii) GST, and any applicable on it, if any, payable on the amount.
 - (iv) Increased ridership fee if any as per clause no 7.7

7.2. Taxes

- (b) The Fees indicated are exclusive of GST such taxation
- (c) The Agency shall invoice clearly indicating the Fees and the applicable GST, the same shall become payable by MBMT at actual.
- (d) No other tax / levy/ cess is payable by MBMT besides the tax indicated in Clause 7.2.
- (e) MBMT shall pay amounts payable to the Agency after making suitable deduction such as Income Tax Deduction at Source ("TDS"). MBMT shall deposit the TDS with the relevant tax authorities and submit proof thereof to the Agency within 30 (thirteen) days of TDS being deducted.

7.3. Payment

- a) MBMT agrees to release payment equal to amount 90% as set out in Schedule 3 against the Invoice within 21 working days 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) MBMT agrees to release balance payment against the Invoice, after making Performance Adjustments, within fifteen (15) days from the date of receipt of the certified Invoice and following documentation:
 - i.) Undertaking regarding compliance towards, ESI and Service Tax deposit supported by challans signifying deposit of ESI 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, 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



Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

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 MBMT.
- v.) Half yearly return submitted to Labour Department in form no. XXIV in applicable months.

7.4. Revision of Payments

The Rates will be revised based on the rate changes in Wages/salary & special Allowances as applicable under the Minimum Wages Act 1948 with rules 1963 Scheduled of Employment is "Village Panchayat Local Authority Industry, the State of Maharashtra" Notification No. MWA 1098/C. R. 397/Lab-7 Date: 14th Feb 2015 Note: The special Allowances will be change as per Maharashtra State Labour Department Notification. With the change in the wages the base rate will change. The base ridership for any calculation will remain as mentioned in the Schedule: - 3

7.5. Addition of fleet

The FCCPP calculation in the tender is for the fleet of 131 buses, if there is any increase in the fleet beyond 131 buses the passenger count will be considered 80% of the existing passenger count, for the additional fleet, new rates will be calculated. This calculation will be done till period of 6 months; after 6 months the rates will be revised as per the actual passenger count.

7.6. Abnormal increase in the expected Ridership

If there is abnormal increase in the passenger count > 20% may be due to collective efforts of Authority, FCA and Bus operator, the FCCPP rates will be revised with mutual discussions with FCA to mitigate the load of total VGF payments.

7.7. The revenue improvement in the billing amount due to increase in the ridership above expected ridership, the 80% of the increased billing amount paid to Fare Collection Agency & 20 % will be retained by MBMT.



ARTICLE 8: PERFORMANCE SECURITY AND DEPOSITS

- 8.1 The Successful Bidder shall furnish a Performance Security of 1 (one) Crore for securing the due and faithful performance of its obligations under the Fare Collection Services Agreement, on or before the date of signing of Agreement (the "Execution Date"). This Performance Security may be in the form of an unconditional and irrevocable bank guarantee or in the form of Demand Draft in favour of **Transport Manager, Mira Bhaindar Municipal Transport**, from a nationalized or scheduled bank in India as per format provided in respect thereof in Annexure ("**Performance Security**") and en cashable at Mumbai branch
- 8.2 The Agency shall, for due and punctual performance of its obligations hereunder relating to the Collection Services, deliver to MBMT, simultaneously 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.
- 8.3 Performance Security shall be kept valid up to 3 months after the completion of the Contract. Provided that if the Agreement is terminated due to any event other than aAgency's Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to MBMT, if any, from the Agency under this Agreement, be duly discharged and released to the Agency.
- 8.4 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.
- 8.5 MBMT 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 MBMT, 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.
- 8.6 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 At any time during the Validity Period, the Performance Security has either been partially or completely been en- cashed by the Authority in accordance with the provisions of this Agreement. The Agency shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement
- 8.8 The Agency shall deposit and maintain with MBMT an interest-free cash security deposit @ Rs. 6,000/- (Rupees six thousand) per Bus Duty (Shift duty). 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 MBMT. (" Security Deposit")
- 8.9 The Security Deposit security shall be forfeited and encashed in case of Termination due to Agency's 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.



ARTICLE 9: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 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 or disclosure of such Confidential Information.



ARTICLE 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 authorized 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, contractor 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.



ARTICLE 11: LIABILITIES AND INDEMNITY

- 11.1 Each of the Agency and MBMT ("**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.
- 11.2 All the provisions in Clause 11 shall survive the termination of this Agreement.
- 11.3 The Agency undertakes to indemnify and hold harmless MBMT 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 MBMT 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.



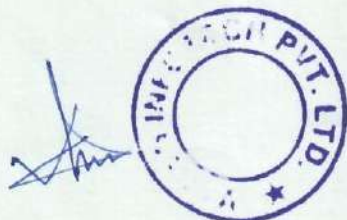
ARTICLE 12: DEFAULT CHARGES

- 12.1 MBMT shall have the right to, either by itself or by a third party nominated by MBMT, 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 MBMT 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 MBMT may impose default charges as stipulated in **Schedule 4** till such time as the default has been cured to the satisfaction of MBMT. 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 MBMT 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:
- MBMT shall immediately recover all default charges imposed from the monthly Fees.
 - 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.



ARTICLE 13: TERMINATION

- 13.1 This Agreement may be terminated forthwith by either the Agency or MBMT ("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.
 - e) Defaulting to deposit the Fare collection within 24 hours.
- 13.2 MBMT 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 MBMT, or for any other reason considered by MBMT 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 MBMT 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 MBMT. At least three (03) months' notice shall be provided to the Agency by MBMT 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.



ARTICLE 14: GOVERNING LAW AND DISPUTES

14.1 Dispute Resolution

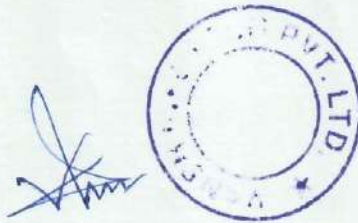
Any dispute connected with the formation, performance, interpretation, nullification, termination, validity or enforceability of this Agreement or arising from this Agreement or related to this Agreement in any manner whatsoever ("Dispute") arising between the Agency and MBMT which is not resolved by the board representatives of the Agency and MBMT shall, within 30 calendar days of written notice from either the Agency or MBMT 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 MBMT shall use all reasonable endeavors 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 MBMT may refer the Dispute to Thane District Court

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 Court order.



ARTICLE 15: ASSIGNMENT

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



ARTICLE 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 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 MBMT 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 MBMT 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. Authority is not liable for any payments for the Force Majeure events unless mutually agreed upon by both the parties.
- 16.4 If the performance, by either the Agency or MBMT, 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.



A handwritten signature in blue ink, consisting of stylized letters.



ARTICLE 17: NOTICES

- 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 MBMT

At:

Attention of:

Fax No.:

To the Agency

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 dispatched 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.



ARTICLE 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 authorized 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 neither 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.

18.6. 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.



IN WITNESS WHEREOF each of the parties hereto has executed this Agreement on the date first above written.

Aniket Manorkar

SIGNED by [Mr. Aniket Manorkar]

In the Capacity of Additional Commissioner and Transport Manager,

For and on behalf of)

(MIRA BHAYANDAR MUNICIPAL TRANSPORT UNDERTAKING)



In the presence of:

Name:

Address:

Vaishali Prafull Dhabale



SIGNED by [Mrs. Vaishali Prafull Dhabale]

In the Capacity of Project Manager

For and on behalf of)

(M/s. Vansh Infotech Pvt Ltd, Nagpur)

(as the "Agency")

Pratibha

उपायुक्त (मुख्यालय)
मिरा भाईंदर महानगरपालिका

Pratibha

City Engineer
Mira-Bhayandar Municipal Corporation

in the presence of:

Name: *Sagar Sakhdeo Bhure*

Address: *yashoda nager Phase-II*
Flat No. 71 Jaitala Nagpur.

Date :

सन 20 23 /20 28 करारनामा नोंदबही
अनु. क्र. ६४६ दि. २६/११/२३ अन्वये
नोंद करणेत आली

Pratibha
महापालिका सचिव
मिरा भाईंदर महानगरपालिका

Schedule 1: Scope of Collection Services

The Fare Collection Agency shall undertake following activities:

- 1) The number of Conductors can be estimated @ 2.5 CONDUCTORS per Bus which includes actual deployment plus reserves.
- 2) MBMT may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of Conductors by providing Seven (07) days' notice time of such changes.
- 3) Based on Bus duty roster provided by MBMT from time to time, deploy Conductors in terms of Schedule 2 at locations specified by MBMT. 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 MBMT.
- 4) To directly monitor and supervise the working of ticket dispensing/ Conductors and to ensure that the services rendered by the conductors meet the performance standards prescribed by MBMT to the satisfaction of MBMT.
- 5) To depute supervisor/Controllers per shift for the allocation of the duties to the conductors and monitor the conductors working.
- 6) To provide/ issue uniform to conductors 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 MBMT including accessories such as whistle, cap, Photo Identity Cards issued by the Agency. The conductors shall, while on duty, always wear the uniform in a neat, clean and well ironed condition.
- 7) To ensure discipline and good conduct of Personnel and remove any of its person who in the opinion of MBMT is causing / source of / reason of interference, annoyance, nuisance to MBMT/ Project/ commuters and substitute him/them with other eligible personnel. MBMT is under no obligation to the Agency to supervise personnel deployed by the Agency. Where MBMT 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).
- 8) Maintain adequate bench strength to ensure that daily roster requirements are met in terms of the requirements indicated by MBMT.
- 9) To obtain MBMT verification and approval on the Bus duty roster from the officer authorized by MBMT 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 CONDUCTORS. MBMT shall provide requisite technical specifications for hardware and other requirements of the Biometric system including necessary software.
 - I. Agency will have to make its own front end arrangements in each depot. MBMT will provide backend application for maintaining online biometric database and daily attendance.
 - II. Sufficient nos of Computers and printers to be installed at the Fare collection agency office for preparation of MIS and recording of all the Employee details
- 10) To release regular payment of wages and eligible benefits etc. to the personnel belonging to the Agency for providing Collection Services.
- 11) Agency shall provide the training to conductors in following aspects in coordination with Authority appointed Automated Fare Collection Agency.

Induction training;

II. Operation of ETMs

III. Soft skills training such as polite Public Behavior, Standards Operating Procedures in case of different cases and occurrence of different instances;

IV. Any other aspects as specified time to time by Authority.

Agency shall prepare Standard Operating Procedures in consultation with the Authority for each cases/events.

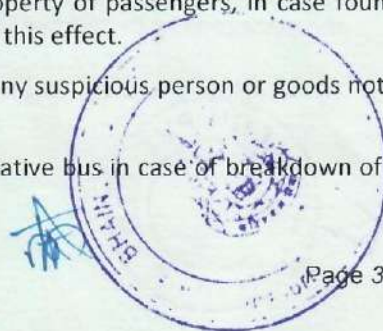
- 12) To depute conductors for training organized by MBMT for operation of ETM's and other fare collection procedures/ processes. No payment shall be made to the Agency by MBMT for the training period.
- 13) The Agency shall ensure that the concerned personnel collect ETM with paper rolls, spare battery/ies, pre-printed tickets etc. from designated place in the depot/ terminal as per prescribed protocol
- 14) The cost of Ticket Rolls to be borne by the Agency
- 15) Agency shall ensure that, after finishing duty, conductors deposit cash earning from sale of tickets, passenger balance if any and ETM etc. in the designated depot/ terminal to MBMT authorized personnel against proper receipt after completion of the shift, the conductors are not allowed to keep the cash with them after completion of the shift.
- 16) The Agency shall be responsible to ensure that the duty-wise cash deposited by its personnel tallies with back-end record of MBMT in respect of tickets issued from ETM in addition to sale proceed through pre-printed tickets if any.
- 17) In case of death of Personnel on duty, his/her next of kin shall be paid ex-gratia compensation.
- 18) Conductors to be posted for the Spot booking where there is high ridership
- 19) The Fare Collection Agency to appoint the Ticket Checkers to prevent money misappropriation cases and penalize the passengers if found travelling without valid ticket. In case if conductor fault is established, the reports to be sent to MBMT and Agency Senior officers for necessary actions to prevent such frauds. Agency to inform MBMT regarding the action taken against such defaulting conductors. If serious ticket fraud is observed the Conductor to be removed from the duty immediately.
- 20) The Fare Collection Agency to establish enquiry counters at the strategic locations to inform the passengers about the arrival of the buses, bus routes and passes etc.
- 21) The Fare Collection Agency will also establish Counters for selling passes as per the requirements of MBMT.
- 22) Fare collection Agency to appoint Personnel's for Issue of ETMs at start of the shift and Cash collection from Conductors at end of each shift. The Cashiers to be posted in all the shifts with In-charge looking after the entire activities
- 23) Fare Collection agency to deposit the cash to the respective bank the next working day after Audit from the MBMT officials.
- 24) The Fare Collection Agency to appoint enquiry officers to conduct free and fair trial in case of Money appropriation reports received from Ticket Checkers against the Conductors.
- 25) The retired STU officials are preferred as enquiry officers
- 26) The Fare Collection Agency to prepare suitable incentive schemes to incentivize the Conductors and all officials to improve the Ridership
- 27) Duties of CONDUCTORS

The Agency shall additionally ensure that the Conductors undertake the following activities as per instructions of MBMT from time to time and the summary of such activities is set out

Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

in the following paragraphs:

- a) Based on boarding point and alighting point and type of commuter (adult/child/luggage ticket), the conductors shall issue ETM ticket or correct pre-printed tickets (as may be required from time to time) to the commuters.
- b) Conductors shall collect the correct prescribed fare from the commuter.
- c) Conductors shall further ensure that passengers using valid electronic passes in lieu of tickets validate the electronic pass, in accordance with method set out by MBMT.
- d) Conductors shall remain mobile inside the bus and approach the passengers to ensure issuance of tickets to all passengers.
- e) Conductors shall wear the prescribed uniform on duty.
- f) Conductors shall conduct the operation of bus as per memo / time- schedule prescribed by MBMT.
- g) Conductors shall not leave the Bus deserted during rest hour for long duration.
- h) Conductors shall ensure that all the instructions of MBMT issued through and/or under intimation to the Agency are strictly followed and there is no lapse of any kind.
- i) Conductors shall be disciplined and well behaved towards persons who travel or intend to travel by the bus.
- j) Conductors 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. Conductor shall signal to start the bus only when ensured that all the passengers have boarded /alighted the bus and doors are closed properly.
- k) Conductors 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.
- l) Conductors shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- n) Conductors shall be conversant with the first aid treatment with the First Aid box provided in the bus.
- o) Conductors shall be responsible for safe handling and security of Electronic Ticketing Machine, ticket bag and other articles of MBMT.
- p) Conductors shall maintain way-bill, while on duty.
- q) Conductors shall deposit cash sale proceeds from tickets and collect correct receipt in the depot or the assigned place. Conductors shall hand over, as per prescribed procedure informed by MBMT, the ETM / pre-printed tickets and any other articles which Conductor may have been entrusted. The Cash collected to be deposited on the same day failing which the Agency will be penalized.
- r) Conductors shall inform to the Control Room of MBMT about any incident, breakdown, missing of trip, accident etc. on line.
- s) Conductors 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) Conductors shall inform the police in case of any suspicious person or goods noticed in the bus.
- u) Conductors shall transfer passengers to alternative bus in case of breakdown of his/her Bus.



- v) Conductors 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.
- x) Conductors location shall be always in the Rear gate and guide the passenger about the destination of the bus waiting at bus stop.
- y) Conductors should be conversant of all the routes, stages, stops ticket rates, passes, discounts etc. Rigorous training to be imparted by the agencies to all the conductors
- z) Conductors should not allow any passengers to travel without valid ticket

28) Duties of Ticket Checker Team (Revenue Assurance Team)

As it is well known fact that the public transport industry is the only Industry which does not work in controlled environment and with controlled supervision. There should be teams continuously moving en-route to monitor the on- field bus operation. The traditional Ticket checking system comprising of Ticket checkers responsible only for ticket checking will not serve the purpose particularly in PPP models (GCC/NCC). To ensure efficient City bus operations a new concept has emerged i.e the concept of Revenue Assurance Team (RAT) . The responsibility of the Revenue Assurance team will be to ensure that Revenue target of the company are accomplished. The fare box revenue losses are not only due to money mis-appropriation by the conductors or non purchase of tickets by the passengers, but there are also various reasons, such as bunching of buses, delay in arrival of buses etc . The RAT will be responsible to minimize all the possibilities of revenue leakages and ensure the set targets for fare box revenues are met. Few of the responsibilities of Revenue Assurance Team are listed below.

1. To plug the leakage of revenue through surprise checking.
2. To plan for peak hour checking to ensure 100% ticketing during peak hours.
3. To supervise the work of the End point controllers, Conductors, Drivers and the bus terminal staff.
4. To check the tickets of the passengers alighting the bus and all the passengers sitting inside the bus, randomly asking the passengers about their boarding stage.
5. To report the misappropriation cases to the management as per the guidelines
6. To levy penalties on ticket less travelers as per the management directives
7. During the en-route checking attention will be given on bunching of buses, display of proper destination boards, late arrival of buses, and report the cases to the management.
8. Will perform standing duty to help passenger in getting buses whenever heavy rush is noticed. The Inspector (RAT) should wait at that place and should clear the passengers. Necessary remarks to that effect to be passed on the checking sheet.
9. The most important function of an Inspector is that of keeping a liaison between the management, staff and passengers. The feedback from passengers, staff to be conveyed to the management to improve the operational efficiency.
10. To randomly check the impress cash with the conductors and drivers and tally with the



Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

amount written in the waybill.

11. The carry out surprise cash check of conductors and put up reports as per the formats
12. To help the passengers, drivers, conductors during accident and breakdown cases.
13. To keep a close watch on the traffic movement in his beat and will send suggestion for changes in schedules, routes, etc. on the report form. If the traffic on a particular route in his beat is heavy on a particular day because of some festival, spl events etc the RAT will inform the management about the same for plying extra services
14. After checking the ticket they should endorse the ticket with "tick" mark.
15. In case of group passengers count each passenger for correctness.
16. In case of half tickets, get the justification about the age by seeking information/physical inspection (Gently).
17. Generally Luggage not allowed if cause inconvenience to the passengers – Charge the prescribed amount.
18. Explosive/electronic items/Pet animals/live stock should not be allowed.
19. Employee ID cards verify the expiry dates.
20. Regarding concessional bus passes ticket issued through QR code to be verified through boarding and alighting stages

RAT will ensure that all revenue generation possibilities are tapped in and all revenue leakages possibilities are prevented. The RAT will be a strong team moving on the road and will form the eyes of the management.



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Schedule 2: Fare Collection Personnel

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

1. Minimum Requirements for CONDUCTORS

1.1 Medical

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

- a) Conductor Age between 25-45 years. Upper age limit relaxation up to age of 58 years for the existing Conductors working with MBMT, subjected to their fitness certificates. However, all the new recruits should be within the age limit of 25- 45 years.
- b) Sound physical and mental health
- c) No communicable disease
- d) No drug abuse dependency
- e) Height: Minimum 150 cms
- f) Eye Vision: 6/6 with or without glasses
- g) Colour Vision: Colour blindness is a disqualification
- h) Blood Pressure: As per the prescribed limits.

1.2. Academic

- i) Matriculation or its equivalent from the recognized Board in India.

1.3. Professional Expertise and Experience

- j) 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 Delhi Motor Vehicles Rules, 1993 (As Amended).
- k) Good knowledge of routes, timetable, ticketing systems and other relevant systems.
- l) 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



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Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

② Indian National Identity Check

② Substance Abuse Testing

- 1.2 The Conductors cannot be deployed WITHOUT Police Verification.
- 1.3 The aforesaid verification other than Conductor's License shall be done within three months of deployment by an independent third party who has been 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.
- 1.4 The Verification Third Party shall be selected in the following manner:
- a) The Agency shall provide a shortlist of five to seven names
 - b) MBMT shall shortlist three names. MBMT shall have the right to add names in the list provided by Agency
 - c) Agency shall select one or more parties shortlisted by MBMT.
- 1.5 Aadhar card details of all Personnel shall be provided for all Personnel.
- 1.6 Submission of Conductor's License is a pre-requisite for all CONDUCTORS applicants.

2. Occupational Conduct, Health, Welfare and Safety

The Agency shall:

- 2.1 issue appointment letters to eligible CONDUCTORS and furnish the same to MBMT before deployment;
- 2.2 pay wages and eligible benefits etc. to the Personnel;
- 2.3 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;
- 2.4 ensure strict compliance of all labour and other statutory requirements connected in any way to the services under this Agreement;
- 2.5 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 MBMT for purpose of records and safekeeping, while in no way making MBMT responsible got undertaking any verification or responsible for the conduct of such Personnel;
- 2.6 provide and maintain a safe and healthy work environment to Personnel;
- 2.7 make sure that Personnel in safe work practices at all times;
- 2.8 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;
- 2.9 provide occupational health, welfare and safety training to Personnel in accordance with the requirements of labour and welfare laws; and
- 2.10 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;



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- in relation to providing services set out in this Agreement.
3. Process of deployment by Agency viz-a-viz daily requirement of services
- 3.1. The supporting documents shall be verified by the agency at the time of receiving application from the applicant.
- 3.2. The selected candidate shall be directed for medical examination.
- 3.3. The candidate who passes the medical test shall be directed for training at the place specified by MBMT. Thereafter based on the assessment made by MBMT after training, MBMT shall inform Agency about suitability of the candidate for the ticket dispensing/ fare collection services as per the contract.
- 3.4. Only eligible and qualified personnel accepted by MBMT shall be deployed on Buses by the Agency as per requirement determined by MBMT.



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Schedule 3: Fee Calculations and Payment Mechanism

Details of rate quoted

Sl.No	Parameters	Qty	Estimated Ridership	Total rates exclusive of GST
1	Total staff Cost (Staff as per Annexure -12)	364	-	99,22,398
4	The Management Fee and other Overheads (Refer point no (11) for other overheads)	1	-	14,58,592.50
5	Total	1	-	1,13,80,990.50
6	Expected Ridership for 123 buses per Month	1	3400000	
7	Reimbursement of Fare collection cost per passenger	1		3.35
8	Reimbursement of Fare collection cost per passenger In words		Three Rupees and Thirty five paisa only	

Note:

- (1) The Monthly Rate of Wages/salary & special Allowances is applicable under the Minimum Wages Act 1948 with rules 1963 Scheduled of Employment is "Village Panchayat Local Authority Industry, the State of Maharashtra"

Notification No .MWA 1098/C. R. 397/Lab-7 Date: 14th Feb 2015

Note: The special Allowances will be change as per Maharashtra State Labour Department Notification.

- (2) Those Employees/ Workers are not covered under the Esic Act 1948, the agency must be provide Health Insurance & group Insurance benefit to the workers and the same evidence is submitted to the MBMT authority.
- (3) The agency will be compulsory provide the voluntary EPF benefit to all workers/employees. The agency will submit EPF Monthly challan /ECR copy in MBMT authority.
- (4) The Agency must be pay Yearly bonus to all eligible Workers/ Employees as per the Payment of Bonus Act, 1965 with rules of Maharashtra State. The agency must be maintained Form C & form D & the same from C, D will be submit to MBMT authority.
- (5) The Agency will be provide the Leave encashment as per Factories Act 1948 with Maharashtra rules 1963, The agency will be maintained Leave book in prescribed format of factories act 1948 . The agency must be providing all employees medical fitness certificate to MBMT authority as per Factories Act 1948.
- (7) The Employees/Workers age limit of Work is 58 years
- (8) The agency must be calculate Overtime as per Factories Act 1948 with rule 1965 , Overtime payment shall not be a reimbursable component by MBMT and it shall be borne by the Agency.
- (9) Alcohol /tobacco is prohibited in work place.
- (10) The agency must be follow the Maternity Benefit Act, 1961 for Women Workers /employees



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

- a) Cost of Third Party Verification / Insurance
- b) Necessary insurance cover for Personnel/losses in terms of good industry practices.
- d) Uniform for the Personnel
- e) All other overheads costs, management fees, profits etc.
- f) All Labour laws legal dues.

Other Conditions:

- I. 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 MBMT in this regard on or before the 3rd day of the month.
- II. The agency should maintain all Labour Laws record and Agency keeps all Labour Laws records in MBMT office and submit monthly all attested Labour Laws record and documents in the MBMT office. Note: Wages are calculated as per 26 Days. (Maharashtra Minimum Wage Act 1948).
- III. Payments on account of provision of service on the national holidays, shall be paid at 100% additional Wages or Comp Off as per the law.
- IV. The Agency must be Appoint Sexual Harassments Committee in work place and same inform to Labour Department of Maharashtra & MBMT Concern authority. The agency Follow the rules & regulation under **THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013**
- V. 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 10% 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 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, such costs shall be payable directly to MBMT 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 MBMT/ DoT/ Bus/ related infrastructure of the Project, or (c) claims sustainable against MBMT, (d) any such claim. The extent of such recovery shall be based on assessment of MBMT.



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Requirement of Manpower

Sl.No	Designation	Qty
1	Project Manager	1
2	Traffic Officer	1
3	Controller/Duty officers	5
4	Ticket Checker	31
5	Cashier	7
6	Cash Supervisor	1
7	Pass sale staff	3
8	Enquiry counter staff	3
9	Accountant & HR	2
10	MIS Clerk	1
11	Office boy	1
12	Conductor @ 2.5 per bus	308
Total		364

- I. Manpower working is for the total fleet 131 buses & Schedule operation 123 buses
- II. Manpower requirement may change with the change in schedules (Night schedules, General schedules etc.) revised requirement of manpower will be worked out under the mutual consent of Authority and Fare Collection Agency.

Calculation of Wages & Other legal Payment

SI NO	PARTICULAR	TICKET CHECKER	CONTROLLER/DUTY OFFICERS	CONDUCTOR	CASHIER /CASH SUPERVISOR	MIS CLERK /PASS SALE STAFF /ENQUIRY COUNTER STAFF	ACCOUNTANT /HR
	NO OF EMPLOYEES	30	5	280	8	7	2
1	BASIC (Minimum Wages Act)	14000	14000	14000	14000	13000	14000
2	GRADE PAY WAGES	1000	1000	0	0	0	0
3	Special Allowances (Special Allowances Period JULY-2022 TO DEC-2022)	7070	7070	7070	7070	7070	7070
4	WAGES AMOUNT	22070	22070	21070	21070	20070	21070
5	HRA on 5% on no 4 as per workmen Minimum HRA Act 1983	1104	1104	1054	1054	1004	1054



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6	GROSS AMOUNT (WAGES +HRA)	23174	23174	22124	22124	21074	22124
7	EPF on 15000 wages of 13%	1950	1950	1950	1950	1950	1950
8	ESIC 3.25% on no 6 as per Esic Act 1948	0	0	0	0	0	0
9	bonus 8.33% on Wages(1+2+3)	1839	1839	1756	1756	1673	1756
10	LEAVE ENCASHMENT (1+2+3) PL 15days in a year	1061	1061	1013	1013	965	1013
11	MLWF as per Maharashtra Welfare Board	6	6	6	6	6	6
12	TOTAL (6+7+8+9+10 +11)	28030	28030	26849	26849	25667	26849
13	PER DAY RATE (no 12/26days)	1078	1078	1033	1033	987	1033



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Annexure B: Certification for Payment for GST

Dated:

"Certificate/ Undertaking"

This is to certify that we are GST Assesse vide GST Registration Number xxxxxx with GST office, and we are collecting GST under the category of Manpower Recruitment/Supply Agency Services and declare hereby that whatever the amount charged from MBMT for the month of XXXX, 201..... on account of GST and thereon have been deposited with concerned authorities.

For (Name of the Agency)

Authorised Signatory

Place:

Date:



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Annexure C: Certification for PF, ESI & Minimum Wages

Dated: *****

Mira Bhaindar Municipal Corporation
Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg,
Bhaindar West, Mira Bhaindar, Mumbai Dist-Thane
Maharashtra 401101

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 rule to Conductors s and deposited ESI & EPF of each Conductor who is working for MBMT under this contract.

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 XXXXX 2023 & Rs. XXXXX has been deposited in Provident Fund for the M/o XXXXX 2023. Out of these Employee part Rs. XXXXX and Employer part Rs. XXXXX is towards ESI and Provident Fund employee part Rs. XXXXX and Employer part Rs. XXXXX is towards for the manpower deployed at MBMT.

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

Yours sincerely,

Agency Name & Stamp



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Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

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 Agency or MBMT
4.	Delay in deployment of Conductors as per duty roster by the Agency	Rs. 10 / - per lost trip km subjected to a maximum of Rs. 1,000/- 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) notdone, MBMT shall deduct from the Fees
6.	Any Conductors is found dispensing/in possession of counterfeit pre-printed tickets	Rs. 1000/- per instance
7.	Usage / possession of any unauthorized ETM	Rs. 20,000/-
8	Non deployment of conductors resulting into Not-out of buses	Rs 5000 per shift
9	Less deployment of Ticket Checkers resulting into revenue leakages as observed by MBMT	Rs 1000 for each such case
10	Ticket checkers not performing the duties properly resulting into revenue leakages as noticed by MBMT	Rs 1000 for each such case
11	Non Deposition of the cash on the same day	Rs 1000 per instance
12	Excess and Shortfall of cash deposited as compared to the ETM records	Excess and shortfall will be recovered from the concerned Conductor.
13	Noncompliance of Statuary requirements	Payments will be held up till the compliance of all the statutory requirements



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. 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 MBMT entrusted to authorized personnel of agency losing any property entrusted to authorized personnel of agency by MBMT.
 - 2.9. Remaining idle and not issuing tickets when required.
3. CONDUCT & BEHAVIOR
 - 3.1. Disobeying the orders of MBMT.
 - 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 MBMT from time to time.



Schedule 6: Performance Security Bank Guarantee

To

The Municipal Commissioner
Mira Bhaindar Municipal Corporation
Indra Gandhi Bhavan,
Chatrapati Shivaji Maharaj Marg,
Bhaindar West, Mira Bhaindar,
Mumbai Metropolitan Area
Maharashtra 401101

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

Mira Bhaindar Municipal Corporation, (hereinafter called "MBMT"), represented by the Municipal Commissioner, having its office at Indra Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg, Bhaindar West, Mira Bhaindar, Mumbai Metropolitan Area, Maharashtra 401101, hereinafter referred to as "MBMT", 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 (Mira Bhaindar Municipal Corporation (herein after called MBMT) and _____, a company incorporated under the provisions of the Companies Act, 1956, 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 in MBMT, in accordance with the Agreement mentioned hereinabove.
- B. In terms of the Agreement, the Agency is required to furnish to MBMT, 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 in MBMT.
- 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 in MBMT.

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 operation of private stage carriage buses under corporatization scheme in Delhi.
3. The Guarantor shall, without demur, pay to MBMT 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 MBMT stating that the Agency has failed to meet its performance obligations relating to fare collection and related services in MBMT.



Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

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 MBMT 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, MBMT 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 MBMT or any indulgence shown by MBMT 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 MBMT or any indulgence shown by MBMT, 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 MBMT 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 "MBMT", "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 _____ 2023 _____ 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.



Fare Collection Service Agreement for Mira Bhaindar Municipal Transport

Signature_____

Name:_____

Address:_____

Witness 2.

Signature:_____

Name:_____

Address:_____



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Schedule 7: Bus deployment plan

Sr.no	A	B		C	D				E
	Route NO.	Destination		Present	Addition Of E-Buses				Total Buses On Route
		From	To	Buses	Midi	Std. Non A/C	Std. A/C	Total	C + D
1	1	Bhaindarst.(W)	Chowk	5	-	1	-	1	6
2	2	Bhaindarst.(W)	Uttan Naka	5	-	2	-	2	7
3	3	Bhaindarst.(W)	Manori Tar	1	-	-	-	-	1
4	4	Bhaindarst.(W)	Pagoda	2	-	1	-	1	3
5	6	Uttan Naka	Manori Tar	3	1	-	-	1	4
6	10	Bhaindarst.(W)	Thane (E)/Kopari	7	-	1	-	1	8
7	AC 10	Bhaindarst.(W)	Thane (E)/Kopari	2	-	-	2	2	4
8	12	Bhaindar St. (E)	K.D. Empire	3	3	-	-	3	6
9	14	Bhaindarst.(E)	National Park via Borivali Stn (E)	9	-	3	-	3	12
10	15	Mira Road St.(E)	Ghodbunder Bus depot	3	-	1	-	1	4
11	16	Mira Road St.(E)	Tiwari College	4	-	1	-	1	5
12	17	Mira Road Stn (E)	Vinay Nagar	3	-	2	-	2	5
13	18	Western Park	Jogeshwari	1	-	-	-	-	1
14	21	Mira Road Station [E]	K.D. Empire	3	-	2	-	2	5
15	22	Mira Road Station [E]	Modern Company	2	1	-	-	1	3
16	24	Mira Road Station [E]	Western Park	7	-	2	-	2	9
17	29	Mira Road Stn	Thane(E)/Kopari	7	-	1	-	1	8
18	AC 29	Mira Road Stn	Thane(E)/Kopari	2	-	-	2	2	4
19		Mira Road(E)	Ideal Park	-	-	3	-	3	3
20		Mira Road(E)	Mira Gaon	-	-	3	-	3	3
21		Bhaindar (E)	Fountain Hotel Via J.P. Infra	-	-	4	-	4	4
22		Bhaindar (E)	Ketaki pada Via Penkarpada	-	-	4	-	4	4
23		Bhaindar (W)	MorvaGoan	-	-	3	-	3	3
GRAND TOTAL									112

The route details for additional 11 Midi Non AC electric buses will be provided to the successful bidder during the deployment of new electric buses.



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