

AMENDED REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF AGENCY FOR
PROVIDING MANPOWER FOR FARE COLLECTION, HOUSEKEEPING
AND SECURITY SERVICES
FOR
BUS RAPID TRANSIT SYSTEM (BRTS) IN AMRITSAR

RFP NO. : PBMS/2016-17/6

NOVEMBER 8, 2016

ONLINE TENDER

Issuing Authority

Punjab Bus Metro Society (PBMS)

(A Society established under Registration of Societies Act, 1860)
by the Government of Punjab

Disclaimer

This RFP is being issued by the Punjab Bus Metro Society (PBMS) (hereunder called “Authority”/”PBMS”) to the interested Parties for Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services (“the Project”) for Bus Rapid Transit System (BRTS) in Amritsar City on such terms and conditions and for the achievement of the Aims & Objectives of the Project set forth in this RFP. The information provided in this RFP or that may subsequently be provided to Bidder(s), whether verbally or in documentary form, by or on behalf of PBMS or any of its authorized employees or advisors shall be subject to the terms of this RFP.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by PBMS to any parties hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP includes statements, which reflect various assumptions and assessments arrived at by PBMS and or its Consultants in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by PBMS and/or any of its Consultant are, only indicative. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or under any of Project report/DPR/ feasibility report etc. referred to herein, by PBMS] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of such assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. While the RFP has been prepared in good faith with due care and caution. PBMS or any of its consultants involved in the preparation of the RFP do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP may not be appropriate for all persons. It is not possible for PBMS, to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PBMS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Bidder, therefore, should carefully examine and analyze the RFP and bring to the notice of PBMS any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the Project, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the Project.

PBMS and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Bidder or its representative(s).

PBMS may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. The issue of this RFP does not imply that PBMS is bound to select and short-list pre-qualified Bids for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and PBMS reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

PBMS reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Bid.

Punjab Bus Metro Society

Tender Schedule for Tender Notice (Online) No: PBMS/2016-17/6

Request for Proposal (RFP) for Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services (“the Project”) for Bus Rapid Transit System (BRTS) in Amritsar City, is invited with following schedule:

1	Availability of the RFP document online on https://etender.punjabgovt.gov.in in addition to this it will also be uploaded on www.pidb.org.in	October 28, 2016, 1800 hours.
2	Pre-bid Meeting	November 03, 2016 1200 Hrs Punjab Bus Metro Society (PBMS), PIDB office, SCO, 33-34-35, Sector-34A, Chandigarh, 160022
3	Last date of submission of Queries both hard copy and by e-mail at pidbmp@gmail.com , agmprojectspidb@gmail.com pidbraveena@gmail.com	November 03, 2016 1200 Hrs Punjab Bus Metro Society (PBMS), PIDB office, SCO, 33-34-35, Sector-34A, Chandigarh, 160022
4	Response to Pre-Bid Queries and issue of relevant corrigendums or addendums	The PBMS will endeavor to provide timely response to all queries. However, PBMS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does PBMS undertake to answer all the queries that have been posed by the Bidders. At any time prior to the last date for receipt of Bids, PBMS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through corrigendum or addendum. The Corrigendum and addendum (if any) & clarifications to the queries from all Bidders will be posted only on the Website. No separate communication shall be sent to any prospective Bidder. Any such corrigendum and addendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum and addendum into account, PBMS may, at its discretion, extend the last date for the submission of Bids.
5	Last date and time of downloading the RFP document	November 15, 2016, 1400 hours
6	Last date and time for online bid submission	November 15, 2016, 1530 hours
7	Last date and time for Hard copy bid submission (both technical and financial) at PIDB Office	November 15, 2016, 1600 hours
8	Technical Bid Opening at Committee	November 15, 2016, 1615 hours

	Room, PIDB office ,SCO 33,34,35 Sector 34-A	
9	Financial Bid Opening at Committee Room, PIDB Office	To be declared later on

- RFP/Tender Fee: Rs 10,000/-(Ten Thousand Only) to be deposited through e-payment mode (RTGS/NEFT/Credit Card/Debit card) on e-tender website. For RTGS/NEFT/Credit card/Debit card, the bidder has to submit the copy of Challan.
- Tender processing fee : As applicable through e payment mode.
- Earnest Money Deposit (EMD): Rs 5,00,000/-(Five Lacs only) to be deposited through e-payment mode (RTGS/NEFT) on e-tender website. For RTGS/NEFT the bidder has to submit the copy of Challan.
- Bidders, at their own cost, are requested to procure Class 3 Digital Signatures to access the the e-tender website. This will enable the bidder to download and upload the bid documents. Complete Process has been defined on the e-tender website
- Punjab Bus Metro Society reserves the right to accept or reject any or all the applications to be received without assigning any reasons thereof.

Authorized Signatory
Punjab Bus Metro Society

Punjab Bus Metro Society
DNIT for Tender (Online) No: PBMS/2016-17/6

PUNJAB BUS METRO SOCIETY (PBMS)

(A society established under Registration of Societies Act, 1860)

Short Term Notice Inviting e-Tender (E-Tender No. PBMS/2016-17/6)

Request for Proposal (RFP) for Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services (“the Project”) for Bus Rapid Transit System (BRTS) in Amritsar City

Bids are invited from reputed National vendors with necessary qualifications and capabilities, through e-tendering method. The bidding schedule of the project is as follows:

1	Availability of the RFP document online on https://etender.punjabgovt.gov.in in addition to this it will also be uploaded on www.pidb.org.in	October 28, 2016, 1800 hours.
2	Pre-bid Meeting	November 03, 2016 at 1200 Hrs Punjab Bus Metro Society (PBMS), PIDB office, SCO, 33-34-35, Sector-34A, Chandigarh, 160022
3	Last date of submission of Queries both hard copy and by e-mail pidbmp@gmail.com, agmprojectspidb@gmail.com , pidbraveena@gmail.com	November 03, 2016 at 1200 Hrs Punjab Bus Metro Society (PBMS), PIDB office, SCO, 33-34-35, Sector-34A, Chandigarh, 160022
4	Last date and time of downloading the RFP document	November 15, 2016, 1400 hours
5	Last date and time for online bid submission	November 15, 2016, 1530 hours
6	Last date and time for Hard copy bid submission (both technical and financial) at PIDB Office	November 15, 2016, 1600 hours
7	Technical Bid Opening at Committee Room, PIDB office ,SCO 33,34,35 Sector 34-A	November 15, 2016, 1615 hours
8	Financial Bid Opening at Committee Room, PIDB Office	To be declared later on

For detailed terms and conditions of the bidding process, bidders may please refer to the RFP document made available at etender.punjabgovt.gov.in and www.pidb.org. The bidders with Class 3 digital signatures, shall have to get themselves registered with etender.punjabgovt.gov.in. Class 3 Digital signatures with Signing and Encrypting Authority are mandatory for participation. For clarifications on e-tendering, please contact **E-procurement Helpdesk on 08146608250, 08146699896**. Pre-bid Conference shall be held on November 03, 2016 1200 Hrs. The bidder shall continue to visit [www.etender.punjabgovt.gov.in/www.pidb.org](https://etender.punjabgovt.gov.in/www.pidb.org) for further information, addendum, replies to queries and other details on regular basis. PBMS reserves the right to accept or reject any bid or to annul the re-bidding process at any time, without incurring any liability and without assigning any reason thereof.

Member Secretary
Punjab Bus Metro Society

Punjab Bus Metro Society

Tender Notice no. PBMS/2016-17/6

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR PROVIDING FARE COLLECTION SERVICES,HOUSEKEEPING AND SECURITY SERVICES (“THE FARE COLLECTION PROJECT”) FOR BUS RAPID TRANSIT SYSTEM (BRTS) IN AMRITSAR CITY

Tender Notice No.	PBMS/2016-17/6
Organization Name	Punjab Bus Metro Society (PBMS)
Name of Work	Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar
Tender Type	E-tender and submission of Technical and Financial Bid through online mode and physical submission
Project	Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar
Type of Contract	SERVICE CONTRACT
Bidding Currency	Single- Indian National Rupees.
Consortium	Not Allowed
General Terms & Conditions	<p>The Payment for RFP Document fees to be submitted online before the due date. This should be as specified and it should be drawn before last date of the uploading of the tender. Bidders shall have to submit the following documents:</p> <ul style="list-style-type: none">(a) The technical & financial bids are to be submitted online and physical submission on or before due date along with supporting documents and relevant annexures(b) Proof of Fee payment etc.(c) Documents have to be submitted online only in the accepted format as per the e-tender portal <p>Downloading of RFP Document : The tender document for these work are available only in Electronic format which can be download from PIDB and Punjab Government e-tender websites.</p> <p>Submission of Bid: Bidder shall submit their bids through online on e tender website and in physical submission as per the schedule. RFP document Fee and EMD to be paid through online mode. Proof of same has to be submitted in physical submission.</p> <p>Cover letter and other relevant documents shall be addressed to Member Secretary, Punjab Bus Metro Society, C/O PIDB office, SCO, 33-34-35, sector-34A, Chandigarh, 160022 Punjab</p> <p>Opening of Bid:-</p>

	<p>The technical bid shall be opened 1600 Hrs November 11, 2016 at the Committee Room, 2nd Floor, PIDB office, SCO, 33-34-35, sector-34A, Chandigarh, 160022.</p> <p>Opening of Price Bid shall be as per the RFP conditions and Date of opening of Price Bid shall be intimated later on. Bidders who wish to remain present at Punjab Bus Metro Society (PBMS), PIDB office at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Downloading of RFP online	On line through e-tender website https://etender.punjabgovt.gov.in or www.pidb.org
Contact Details	<p>For clarifications on RFP/Tender document: Ph. No. 0172-2665410,2665596(F)</p> <p>For clarifications on e-tendering, please contact E-procurement Helpdesk on 08146608250, 08146699896.</p>
Contact Address	PBMS/PIDB office, SCO, 33-34-35, sector-34A, Chandigarh, 160022

Authorized Signatory
Punjab Bus Metro Society

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PREAMBLE

Punjab Bus Metro Society (PBMS) invites tender for Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar being implemented by it in Amritsar.

The Bids shall be prepared in English and all entries must be typed and written in blue / black ink. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Price Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.

PBMS shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. PBMS reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified bidders would be selected based on the criteria herein mentioned. Only the price bids of qualified bidders would be opened. The date of opening of Price Bids will be communicated to qualified bidders at a later date.

A. INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

A reference to any gender includes the other gender;

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Appendix, Exhibit, Attachment, Schedule, Bid Summary or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix, Exhibit, Attachment, Schedule, Bid Summary or Recital of this Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees;

A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender ;

A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article.

The terms "Article", "Clause", “Paragraph”, ”Section” ,“Appendix,” and “Appendices” mean and refer to the Article, Clause, Section, Paragraph and Schedule of this Tender so specified;

B. BID SUMMARY

Sr. No.	Key Information	Details
1.	Project Background	<p>The Bus Rapid Transit System (BRTS) project is being implemented in Amritsar city by Government of Punjab through Punjab Bus Metro Society (PBMS), a state level society registered under Societies Registration Act. The project includes 31 km of corridor length (including the 3.3 km of dedicated elevated BRT corridor), 47 access controlled BRT stations, terminals and one depot. The BRT way and bus station construction is in advance stage and civil works are nearing completion.</p> <p>93 BRTS buses shall ply on four routes along the BRTS corridors and connecting all major activity centres such as ISBT, Railway Station, GNDU, Khalsa college, Cheharta, India Gate, Mall road, Daburji Bypass and Verka etc. Buses would be Fully Built Diesel Fuelled AC Standard Size BRTS 900 mm floor height. The system shall be fully automatic enabled with ITMS and with off board ticketing.</p> <p>As per the DPR, the route details are given below:</p> <p>Route No 01 – India Gate to ISBT – 12 km Route No 02 – India Gate to Daburji Bypass – 17 km Route No 03 – India Gate to Verka – 27 km Route No 04 – Verka to Daburji Bypass – 16 km</p> <p>Above given routes are indicative and final route plan with schedules shall be shared by the Authority before COD.</p>
2.	RFP for	<p>Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services (“the Project”) for Bus Rapid Transit System (BRTS) in Amritsar City</p> <p>The RFP document is hosted online and can be downloaded from website: http://etender.punjabgovt.gov.in The Bid shall be submitted through online mode and hard copy submission on or before due date.</p>
3.	Authority	Punjab Bus Metro Society (PBMS)
4.	Scope of Services	Scope of Services for Fare Collection, Housekeeping and Security Services are attached as Annexure A and Annexure B.
5.	Contract Period	The terms of the Agreement/Contract Period shall be 3 (three) years from the Commencement of Operation Date (COD). The term shall be extendable only once for a period of another one year based on performance of the agency assessed by the Authority and at the sole

Sr. No.	Key Information	Details
		discretion of the Authority.
6.	Commencement of Operations Date (COD)	COD shall be after execution of the Agreement on a date as decided and intimated by the Authority.
7.	Eligibility and Qualification Criteria	<p>a) Indian companies incorporated under Companies Act 1956/2013 or Partnership firms/Proprietary firms constituted under applicable laws and bearing registration with competent authority (as applicable) are allowed.</p> <p>b) Agency should have been in existence for minimum of 5 yrs. Documentary proof shall also be attached with the Bid.</p> <p>c) Sub-contracting shall not be permitted.</p> <p>d) Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India / Govt. of Punjab / other State Govt. / Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason.</p> <p>e) Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on Bid Submission Date.</p> <p>f) Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid , would not be eligible to submit a Bid either by itself or through its Associate.</p> <p>g) The bidder should have been registered with the concerned Govt. Authorities but not limited to Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration with respective Authorities as well as code number should be submitted.</p> <p>h) Financial Qualification The Bidder shall have average annual turnover of Rs. 7.5 cr. in any three financial years from last five financial years ending March 2016 from activities related to supply of manpower only.</p> <p>The Bidder shall be required to submit Statutory Auditor's certificate / Registered Chartered Accountant's certificate duly signed and stamped by the statutory auditor/reputed chartered accountancy firm.</p>

Sr. No.	Key Information	Details
		<p>i) Technical Qualification</p> <p>For purpose of meeting Technical qualifications, the Bidder should possess the experience of the following Eligible Projects.</p> <p>Eligible projects means the projects in which the bidder had provided the services of supply of manpower.</p> <p>The service fee means total fee received by the bidders i.e. including Basic salary of employment, statutory payment like ESI, EPF, service tax and management charges/Administrative charges, etc.</p> <p>One Eligible Project from which the Bidder has should have received of Rs. 2.40 cr. as service fees in any single year during any of the last five financial years immediately preceding the Bid Due Date</p> <p style="text-align: center;">OR</p> <p>Two Eligible Projects from which the Bidder has should have received a total of Rs. 3.00 cr. as service fees in any single year during any of the last five financial years immediately preceding the Bid Due Date</p> <p style="text-align: center;">OR</p> <p>Three Eligible Projects from which the Bidder has should have received a total of Rs. 4.80 cr. as service fees in any single year during any of the last five financial years immediately preceding the Bid Due Date</p> <p>j) The Bidder shall be required to submit supporting evidences by way of client certificate.</p> <p>k) The agency should have to produce certificates for service tax registration, PF and ESI. A copy of PAN No and Income Tax returns for last three financial years are also need to be submitted.</p> <p>l) The agency should also submit undertaking for no default on statutory payments till last quarter from the bid due date. CA certificates for no statutory liability pending shall also be submitted till last quarter from the bid due date.</p> <p>m) Certificate of private security agencies registered under the Private Security Agencies (Regulation) Act 2005.</p>
8.	Fraud and Corrupt Practice	<p>a) All the Bidders must observe the highest standards of ethics during the process of selection of service operator and during the performance and execution of Contract. Notwithstanding anything to the contrary contained herein,</p>

Sr. No.	Key Information	Details
		<p>the PBMS may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.</p> <p>b) Without prejudice to the rights of the PBMS hereinabove, if an Bidder is found by the PBMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the PBMS during a period of 2 (two) years from the date such Bidder is found by the PBMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p> <p>c) For this purpose, definitions of the terms are set forth as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Society or its personnel in contract executions.</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Society of the benefits of free and open competition.</p> <p>iii. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.</p> <p>iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.</p> <p>d) PBMS will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.</p>

Sr. No.	Key Information	Details																																
		<p>e) PBMS will declare a Bidder ineligible, either indefinitely or for a stated period of time, for award of the Project, if Bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.</p> <p>f) The Bidder will not engage or retain any consultant/individual to facilitate or lobby for award of Project. Canvassing by its agent(s) for getting the Project awarded will be construed as corrupt practice.</p>																																
9.	Submission of Bid Documents	<p>1) The Bidder shall submit the technical and financial bid along with RFP fee and EMD on Punjab Govt. E-tender website. A hard copy of the bid is also required to be submitted.</p> <p>Envelope 1 – “Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar”</p> <p>Envelope 1 shall comprise of following documents:</p> <ol style="list-style-type: none"> 1. Proof of Submission of RFP/Tender Fee 2. Proof of submission of Bid Security/EMD <p>Envelope 2 - “Technical Bid for “Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar”</p> <p>Technical Bid shall comprise of following documents given in the Table below:</p> <table border="1" data-bbox="592 1355 1414 2024"> <thead> <tr> <th data-bbox="592 1355 746 1424">Appendix No.</th> <th data-bbox="746 1355 1414 1424">Particulars</th> </tr> </thead> <tbody> <tr><td data-bbox="592 1424 746 1469">1.</td><td data-bbox="746 1424 1414 1469">Forwarding Letter</td></tr> <tr><td data-bbox="592 1469 746 1514">2.</td><td data-bbox="746 1469 1414 1514">General Information of Bidder</td></tr> <tr><td data-bbox="592 1514 746 1559">3.</td><td data-bbox="746 1514 1414 1559">Financial Capability Statement</td></tr> <tr><td data-bbox="592 1559 746 1603">4.</td><td data-bbox="746 1559 1414 1603">Performance Statement/Client Certificate</td></tr> <tr><td data-bbox="592 1603 746 1648">5.</td><td data-bbox="746 1603 1414 1648">No Blacklisting Certificate</td></tr> <tr><td data-bbox="592 1648 746 1693">6.</td><td data-bbox="746 1648 1414 1693">Power of Attorney for Authorizing Bidder’s Signatory</td></tr> <tr><td data-bbox="592 1693 746 1738">7.</td><td data-bbox="746 1693 1414 1738">Undertaking for Breach of Contract</td></tr> <tr><td data-bbox="592 1738 746 1783">8.</td><td data-bbox="746 1738 1414 1783">Undertaking for Information Furnished</td></tr> <tr><td data-bbox="592 1783 746 1827">9.</td><td data-bbox="746 1783 1414 1827">Undertaking for No default on Statutory Payments</td></tr> <tr><td data-bbox="592 1827 746 1872">10.</td><td data-bbox="746 1827 1414 1872">Revised format of price proposal</td></tr> <tr><td data-bbox="592 1872 746 1917">11.</td><td data-bbox="746 1872 1414 1917">Format of Bank guarantee for Performance Security</td></tr> <tr><td data-bbox="592 1917 746 1962">12.</td><td data-bbox="746 1917 1414 1962">List of Approved banks</td></tr> <tr><td data-bbox="592 1962 746 2007">13.</td><td data-bbox="746 1962 1414 2007">Revised Performance Parameters and Damages</td></tr> <tr><td data-bbox="592 2007 746 2024">14.</td><td data-bbox="746 2007 1414 2024">Details of BRTS Stations on BRTS Amritsar</td></tr> <tr><td data-bbox="592 2024 746 2031">15.</td><td data-bbox="746 2024 1414 2031">Format of Bank Guarantee for Security against the fare collection manpower</td></tr> </tbody> </table>	Appendix No.	Particulars	1.	Forwarding Letter	2.	General Information of Bidder	3.	Financial Capability Statement	4.	Performance Statement/Client Certificate	5.	No Blacklisting Certificate	6.	Power of Attorney for Authorizing Bidder’s Signatory	7.	Undertaking for Breach of Contract	8.	Undertaking for Information Furnished	9.	Undertaking for No default on Statutory Payments	10.	Revised format of price proposal	11.	Format of Bank guarantee for Performance Security	12.	List of Approved banks	13.	Revised Performance Parameters and Damages	14.	Details of BRTS Stations on BRTS Amritsar	15.	Format of Bank Guarantee for Security against the fare collection manpower
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		<p data-bbox="687 367 1417 501">“Envelope 3 – Price Bid for “Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar”</p> <p data-bbox="687 537 1417 600">The documents of Price Bid shall be as per the Appendix 10 of this RFP.</p> <p data-bbox="639 636 1417 770">2) The Bidders are required to submit its Technical Bid and Price Bid online through https://etender.punjabgovt.gov.in as well as hard copy on or before the Due Date specified in the tender schedule or DNIT.</p> <p data-bbox="639 801 1417 936">3) All the above envelopes with the original bid documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.</p> <p data-bbox="687 940 1417 1137">i. The inner and outer envelopes shall be addressed to Punjab Bus Metro Society and marked as below: “RFP for “Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar”</p> <p data-bbox="687 1142 1417 1240">ii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.</p> <p data-bbox="687 1245 1417 1344">iii. If the outer envelope is not sealed and marked as above, PBMS will assume no responsibility for the misplacement or premature opening of the Bid.</p>
10	Award Criteria	<p data-bbox="595 1379 1417 1599">a) The Bidder quoting the lowest Management Fee shall be declared as the L1 or Preferred Bidder provided such fee shall not be Non-responsive in terms of unrealistically lower or higher than internal estimate or market rate or Good Industry Practice. The Bidder whose quote found to be non-responsive shall be liable for rejection.</p> <p data-bbox="595 1608 1417 1827">b) In case Lowest Bidder’s price bid determines to be non-responsive then second Lowest Bidder’s Price Bid shall be considered for evaluation of its responsiveness as stated in sub clause (a) above. In case second Lowest Bidder’s Price Bid is found to be responsive as per sub clause (a) hereof then it shall be considered Lowest for process of Award.</p> <p data-bbox="595 1836 1417 2020">c) In such case, the Second lowest Bidder may be called for discussion to know if he is agreeing to provide the services at the Price quoted, and it does, it shall be considered the second preferred bidder for appointment. If the price bid of Second Lowest Bidder found to be non-responsive,</p>

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		<p>Authority may ask the Third Lowest Bidder to provide the services at the Price quoted.</p> <p>d) The indicative time frame for implementation or execution of is given below:</p> <table border="1" data-bbox="592 528 1414 1473"> <thead> <tr> <th data-bbox="592 528 635 600"></th> <th data-bbox="635 528 1078 600">Description</th> <th data-bbox="1078 528 1414 600">Time for completion</th> </tr> </thead> <tbody> <tr> <td data-bbox="592 600 635 636">1</td> <td data-bbox="635 600 1078 636">Proposal due date</td> <td data-bbox="1078 600 1414 636">15.11.16</td> </tr> <tr> <td data-bbox="592 636 635 707">2</td> <td data-bbox="635 636 1078 707">Issuance of LOA</td> <td data-bbox="1078 636 1414 707">As decided by the Authority</td> </tr> <tr> <td data-bbox="592 707 635 819">3</td> <td data-bbox="635 707 1078 819">Acceptance of LOA</td> <td data-bbox="1078 707 1414 819">Within 5 (five) days from the date of issuance of LOA</td> </tr> <tr> <td data-bbox="592 819 635 891">4</td> <td data-bbox="635 819 1078 891">Submission of performance security</td> <td data-bbox="1078 819 1414 891">Within 10 days of issuance of LOA</td> </tr> <tr> <td data-bbox="592 891 635 1189">5</td> <td data-bbox="635 891 1078 1189">Signing of Agreement</td> <td data-bbox="1078 891 1414 1189">Within 5 (five) days from submission of the Bank Guarantee/Performance Security or on an earlier date as mutually agreed between the parties.</td> </tr> <tr> <td data-bbox="592 1189 635 1261">6</td> <td data-bbox="635 1189 1078 1261">Area wise deployment plan</td> <td data-bbox="1078 1189 1414 1261">To be intimated by Authority</td> </tr> <tr> <td data-bbox="592 1261 635 1332">7</td> <td data-bbox="635 1261 1078 1332">Commencement of Operation(COD)</td> <td data-bbox="1078 1261 1414 1332">To be intimated by Authority</td> </tr> <tr> <td data-bbox="592 1332 635 1404">8</td> <td data-bbox="635 1332 1078 1404">End of contract</td> <td data-bbox="1078 1332 1414 1404">To be intimated by Authority</td> </tr> <tr> <td data-bbox="592 1404 635 1473">9</td> <td data-bbox="635 1404 1078 1473">Extension(if any)</td> <td data-bbox="1078 1404 1414 1473">To be intimated by Authority</td> </tr> </tbody> </table> <p>Note: The above given time frame for implementation or execution is indicative and final time frame shall be intimated by the Authority.</p>		Description	Time for completion	1	Proposal due date	15.11.16	2	Issuance of LOA	As decided by the Authority	3	Acceptance of LOA	Within 5 (five) days from the date of issuance of LOA	4	Submission of performance security	Within 10 days of issuance of LOA	5	Signing of Agreement	Within 5 (five) days from submission of the Bank Guarantee/Performance Security or on an earlier date as mutually agreed between the parties.	6	Area wise deployment plan	To be intimated by Authority	7	Commencement of Operation(COD)	To be intimated by Authority	8	End of contract	To be intimated by Authority	9	Extension(if any)	To be intimated by Authority
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11	Bid Evaluation Process	<p>Stage 1 – Test of responsiveness</p> <p>Test of Responsiveness of the bid based on Pass/Fail for Bid Security and Tender Fee(amount and form of submission) , timely submission etc.</p> <p>Stage 2 – Evaluation of Qualification, Eligibility criteria and Documents check. The bidders who qualify in stage 1 would be</p>																														

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		<p>eligible for Stage 2.</p> <p>Stage 3 – Price Bid Opening and Evaluation. The bidders who qualify in stage 2 would be eligible for Stage 3.</p> <p>In case of variation in the price bid submitted through online or price bid submitted as hard copy, price bid submitted online shall be considered for evaluation purpose.</p> <p>Stage 4 – After necessary approvals, Authority shall issue LOA to L1 or preferred bidder. The bidder has to accept or response to the LOA within 5 (five) days from the date of issuance of LOA. After that, Performance Security to be submitted within 10 (ten) days from issue of LOA.</p> <p>Stage 5- A contract shall be executed between the parties within 5 (five) days from submission of the Bank Guarantee/Performance Security or on an earlier date as mutually agreed between the parties.</p>
12	Bid Validity	<p>The Bid shall valid for one hundred and eighty days (180 days) from Bid Due Date (Bid Validity Period). PBMS may ask for extension of another six months. The Bid Validity period can be extended on mutual agreement with Bidder as per PBMS's direction. A Bidder shall not be permitted to modify its Bid during the extended Bid Validity Period.</p>
13	Bid Security/ Earnest Money Deposit (EMD)	<p>a) A Bidder shall be required to furnish along with its Bid a Bid security for an amount equivalent to Rs. 5,00,000/- through e-payment mode (RTGS/ NEFT) available on e tender website. For RTGS and NEFT bidder shall submit original copy of Challan along with the Technical Bid.</p> <p>b) The EMD of unsuccessful bidder shall be returned within 15 days of signing of agreement (without interest) with successful bidder or on Authority annulling the bidding process and in any case within Bid Validity Period.</p> <p>c) The EMD of Successful Bidder shall be returned upon it submitting the Performance Security as per terms of this RFP.]</p> <p>Note: If the bidder has submitted the bid in the earlier bid process for the same project. The bidder is not required to pay the EMD again and the EMD submitted along with bid submission in the earlier bid process shall be valid for this tender also. However, the bidder as to quote relevant UTR number of the payments made under the earlier bidding process, so as to make the bid valid. In case of any technical issues, bidder may</p>

Sr. No.	Key Information	Details
		contact the help desk of Punjab Infotech or PBMS.
14	(i) RFP/Tender Fee (ii) Tender Processing Fee	Rs 10,000/-(Ten Thousand Only) to be deposited through e-payment mode (RTGS/NEFT/Credit Card/Debit card) on e-tender website. For RTGS/NEFT/Credit card/Debit card, the bidder has to submit the copy of Challan. Note: If the bidder has participated in the earlier bid process and already paid the RFP/Tender Fee, the bidder is again required to pay RFP/Tender Fee. However, RFP/Tender Fee already paid against the earlier bid will be reimbursed to the bidder by the Authority within 10 working days of opening of technical bid, in case the present bid is valid. Amount as applicable through e payment mode
15	Performance Security	a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 10 days from the LOA in the form of an unconditional and irrevocable bank guarantee (Appendix-11) for amount of equivalent to 10% of the estimated Annual cost for providing the services payable to the Agency by the Authority (the “Performance Security”). Such performance Security shall be admissible and payable at Amritsar branch. The Performance Security shall be increased @ 10% over the previous year’s bank guarantee value or 10% of the actual payment made in the previous year, whichever is higher. Increased Performance Security in the form of Bank Guarantee shall be submitted by the bidder 15 (fifteen) days before the expiry of the previous year. Such increased performance security can be in form of additional bank guarantee. Note: <ol style="list-style-type: none"> <li data-bbox="592 1581 1422 1641">i. The estimated annual cost for providing the services is approximate Rs 4.00 Cr. <li data-bbox="592 1646 1422 1774">ii. The successful bidder/Agency shall furnish an additional performance security in case gross monthly payment is more than the value of performance security mentioned above. <li data-bbox="592 1778 1422 1883">iii. The format of additional performance security shall be similar to that of performance security and shall be got approved from Authority. b) In the 3 rd year, the Agency shall maintain a valid and binding Performance Security for a period of three months after the expiry of the original Contract Period (“Validity

Sr. No.	Key Information	Details
		Period”). The Agency shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period [including Establishment Period] and thereafter until expiry of three months from end of Contract Period of 3 years. In case Contract Period is extended then the Agency shall have to renew Performance Security at the enhanced rate for a another period of extended Contract Period plus Three months.
16	Security against Fare Collection manpower	The Agency, in addition to the performance security, shall deposit an interest free security amount of Rs 5,000/- (Rupees Five Thousand only) against each person engaged in fare collection services.
17	Applicable Laws	<p>The Agency, without any default, shall comply with the following Applicable Laws in India during the contract period. “Applicable Law” shall 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 the Contract and applicable to this agreement and shall include but not be limited to the following:</p> <ul style="list-style-type: none"> • Minimum Wages Act 1948, • Industrial Disputes Act, 1947; • Employees State Insurance Act, 1948; • Employees Provident Fund and Miscellaneous Provisions Act, 1952; • Payment of Wages Act, 1936; • The Factories Act, 1948; • Professional Tax Act; • Contract Labour (Abolition & Regulation) Act, 1970; • Workman Compensation Act,1923 • Any other related labor laws

Note

1. Please note carefully the requirements for submitting Bids as set forth in this RFP, and the date and time for submission of Bids. Late or delayed Bids shall not be considered for evaluation and shall either not be received or returned unopened.
2. In the earlier Bid Process (RFP published on October 07, 2016, only single bid was received and as per the guidelines, the bid was not opened by the Authority i.e. PBMS. However to make a healthy competition and participation in tender, the bidder participated in earlier bid process is also allowed to bid again as per this tender/RFP and can modify the bids as per this RFP.

3. Punjab Bus Metro Society reserves the right to accept or reject any or all the applications to be received without assigning any reasons thereof.
4. Any act on the part of the agency to influence anybody in the Authority is liable to rejection of his bid.

C. General Conditions of Contract (GCC)

1. The bidder shall quote the Management Fee for providing manpower services under the Scope of Services for the project as percentage (%) of Monthly Gross Payment. Monthly Gross Payment shall include salary (as per applicable Department of Labour and/or as notified by the Deputy Commissioner at Amritsar) and other statutory payments such as ESI(Employer contribution only) and EPF (Employer contribution only). The service tax shall also be paid as applicable over the Monthly Gross Payment. The Monthly Gross Payment shall be paid after deducting Income Tax (and any other applicable taxes). Statutory payments, i.e. ESI(Employer contribution only), EPF (Employer contribution only) and Service Tax, shall be reimbursed as per actuals and on production of proof of having deposited the amount with respective authority/department. All other applicable taxes and statutory obligation(s) shall be payable by the Agency.

Note: The above amended clause is applicable at all places in the document

2. The Management Fee shall include cost of Administrative charges, Supervision for manpower, Charges/Fee for Cash handling and deposit of same to the designated bank account of Authority or bus depot as decided by the Authority and any other component as may be required by the Agency. The cost of uniforms, all materials, equipment and cost of other consumables items for housekeeping shall be reimbursed to the bidder by the Authority at rates approved by the Authority and as per actuals on submission of the bills/invoices along with supporting documents. No management fee shall be admissible against such reimbursement.
3. The terms of the Agreement/Contract Period shall be 3 (three) years from the Commencement of Operation Date (COD). The term shall be extendable only once for a period of another one year based on the performance of the agency assessed by the Authority and at sole discretion of the Authority.
4. The Agency should be registered with the concerned authorities of Labour Department under Contract Labour (R & A) Act 1970.
5. The Agency shall not engage any sub-Agency or sublet the contract to any other person in any manner other than the cash handling and deposit services in fare collection services with the prior approval of authority.
6. This tender is based on the minimum wages fixed by D.C. Amritsar which are effective from 01-03-2016 (**Copy Attached As Annexure E**). Minimum wages as per applicable Department of Labour and/or as notified by the Deputy Commissioner at Amritsar shall be the basis of Calculation of Management Fee to be payable to the Successful Agency.

It is observed that the minimum wages fixed, are revised on yearly basis with effect from the start of the financial year i.e. 1st April of that year, but the notification in this regard is always issued about 4 to 12 Months later or even more. To safeguard the interests of workers to make them get the minimum wages as per the Law of Land

The Agency shall make payment of wages of labour on the basis of prevailing minimum wages applicable in Amritsar. As and when, minimum wages are revised, the enhanced rates will be paid to the workers engaged. All other allowances i.e. ESI(Employer contribution only), EPF(Employer contribution only). and Service Tax etc. will be paid accordingly.

7. The Agency to whom the work is allotted, shall engage required manpower as mentioned in the RFP document. The nature and quantum of services required, the number of personnel through whom the Agency shall render such services and the cost to the Agency shall be determined/ varied/ increased or decreased by PBMS at its sole discretion, depending upon its needs from time to time. The Agency shall comply with all such request(s) signed by the Member Secretary, PBMS or an officer authorized by him in this behalf, within a period of three (3) days from the date of receipt. All communications on behalf of the Agency, which are required to be sent to PBMS, shall be signed only by the Authorized Representative of Agency.

The Agency alone shall exercise control over the personnel deployed by it for rendering services to PBMS. Under all circumstances, the personnel shall be governed by the rules and regulations of the Agency, if any. PBMS shall be concerned only with the quality and efficiency of the services to be provided by the Agency and therefore, PBMS shall not exercise any control or supervision over the personnel deployed by Agency.

All the payments to be made for the services provided for by the Agency shall be made directly to the Agency, who shall raise its invoices accordingly on a monthly basis.

The Agency shall be solely responsible for compliance with various laws, which may have any bearing on the employment by him, of the personnel used by it for rendering support services to PBMS. The Agency undertakes to meet all the statutory requirements as provided by the legislation governing labour practices. In case of violation of any legal provision having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the Agency and not of PBMS.

8. Agency should ensure that sufficient quantity of material and equipment's(such as phenyl detergent, Buckets, Mops, Duster, Battens for security guards etc.) is available with the manpower for Housekeeping and Security Services.

9. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI/Leaves etc. with regard to the manpower engaged.
10. As per guidelines of the Hon'ble Supreme Court of India no person will be allowed smoking in public place. The Agency will responsible, if any, workers provided by him are found smoking in the premises and he will be penalized in accordance with the rules.
11. The persons to be engaged on the work should not be below the age of 18 years & not more than the age of 60 years and should be physically fit. The Authority will not provide any transport, canteen, medical facility which shall be the sole responsibility of the Agency. Similarly no housing accommodation to the manpower deployed the Agency will be provided by the Authority.
12. The Agency will have the responsibility to strictly adhere to workmen welfare compensatory payments as per Labour Act & worker compensation Act as laid down by the Punjab Govt. and the Authority will not be responsible in the event of any default.
13. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the Authority fully indemnified against liability of any tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
14. The Authority will deduct income tax /labour cess/sales tax or any other govt. liability as decided by the competent authorities at source from the Agency at the prevailing rates of such sum.
15. The Agency at his own level shall get EPF and ESI Nos. allotted for the labour engaged for this work from the RPF commissioner. The Agency will take necessary action at his own level as per Employees provident funds and miscellaneous provisions Act. 1952 amended from time to time and will furnish the EPF & ESI Nos. and proof of deposit of EPF & ESI contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided to the Authority for his work. Further, in case of any default or liability which may arise to the Authority on this account, Authority will be at liberty to deduct such amount from the outstanding payment of the Agency or from performance guarantee or any other due of the Agency.
16. The Agency shall have to provide the proof of EPF and ESI number of employees issued to him by the competent authorities of the concerned department within one month from the allotment of the contract.

17. Agency will ensure the deposition of service tax with the concerned department as applicable and submit the requisite documents.
18. The Authority shall not be under any obligation for providing employment to any of the worker of the Agency after the expiry of the contract.
19. Agency shall ensure that concerned officer on duty is informed about any deficiency of manpower with in ½ hour of reporting time as fixed in advance.
20. The Agency, in addition to the performance security, shall deposit an interest free security amount of Rs 5,000/- (Rupees Five Thousand only) against each person engaged in fare collection services. The total amount shall be submitted to Authority at least 7 (seven) days before the appointment of concerned fare collection person in form of demand draft in favour of Authority or RTGS to the bank account of the Authority. The security amount shall be reimbursed by the Authority to the Agency within 15 (fifteen) days from the expiry of the contract or termination of the contract.

This security Amount shall be used for shortfall in cash as per the accounting system. The Agency shall recoup the security amount within three working days. The Authority also reserves the right to recover such an amount from the performance security/ additional performance security and/or monthly payment due to the Agency.

21. Agency shall submit the area wise deployment plan of workers to the Authority in advance.
22. The list of staff going to be deployed shall be made available to the Authority and fresh list of staff shall be made available by the Agency after any change is made due to withdrawal of any incompetent person at the instance of the Authority or of his own by the Agency.
23. Authority shall have the right to ask to withdraw any incompetent person deployed by the Agency and similarly Agency reserve the right to withdraw the staff but with prior intimation to the Authority.
24. The Agency shall be responsible to provide immediate replacement of any staff, which is not available for duty at the place of posting.
25. The staff engaged by the Agency shall be available at all the times as per their duty roster and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Authority.
26. The Agency shall ensure that for stabilizing the project up to first year from COD, The security services shall be required in Three (3) shifts or for the period as decided by the

Authority. Therefore the number of security guards and number of shifts shall be reduced accordingly and at the discretion of the authority with prior information to the Agency.

27. The workers will report at the work place as per the time schedule given by Authority.
28. The attendance of all the staff deployed in all services including the staff/person, supervisor etc. shall be mandatory and be taken through any of the Biometric or Electronic Mode or Attendance Register and documented properly so that time of duty/reporting is properly documented. The report of same shall be kept in record and submitted regularly to the Authority.
29. The Agency shall not hire manpower with dubious records i.e. without character verification.
30. If any worker of the Agency indulges himself/herself in any misconduct and causes loss to the Authority, he/she should be shifted immediately by the Agency. If the staff or person or manpower engaged in the services causes any damage or default in performance parameters as per the **Appendix 13** or as decided by the Authority, the Agency shall pay the charges or penalty against the default in performance parameters or damage immediately to the Authority. In case if the Agency does not pay the charges, the Authority can issue the notice of same to Agency and can deduct the charges from the Performance Security/Bank Guarantee or from the monthly invoices submitted to Authority. The charges or deduction shall be applicable as per the types of services. In case if the Authority gets the Bank Guarantee/Performance Security encashed as part of the penalty, the Agency shall recoup the Amount within 15 days and gets the fresh Bank Guarantee of the required amount.
31. During the course of contract, if any of Agency's manpower are found to be indulging in corrupt practices or causing any loss of revenue to the Authority, it shall be entitled to terminate the contract forthwith duly forfeiting the Agency's performance security.
32. The manpower supplied will to be extremely courteous with very pleasant manners in dealing with the public/staff, especially with females, children and senior citizens and should project an image of utmost discipline.
33. The Agency will have to submit complete police verifications forms along with demand draft if any in favour of concerned authority for verification of character. In case of non-clearance of antecedents by the police/ civil authorities, the Authority reserves the right terminate the contract. In addition, the Agency will be responsible for the good conduct & behavior of himself & staff employed by him for the work at site. However,

till the time that the police verification report is received, the Agency shall submit the diligence/Character certificate from Gazetted officer initially.

34. The manpower deployed by the Agency should not have any adverse police record & should have good character. The Agency & his staff will be subjected to security regulations & police verification as applicable.
35. The list of persons likely to be engaged on the work along with their photographs, copy of Ahdhar Card, residence proof and bank account details shall be given by the firm within one month of start of the work. Persons whose names are in the list provided by the agency only will be allowed on the work.
36. No worker of the Agency shall involve himself in any trade union activity and in case any problem occurs the Agency shall be liable for the same.
37. The Agency shall be responsible for any kind of damage to Authority Infrastructure at Bus Stops, Depot, Control Centre etc. while doing day to day work. He will also be responsible for theft of any item by his labour from the building as mentioned above.
38. The Agency shall issue EPF/ESI Code Number allotted by the local ESI/EPF authorities. The Agency shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.
39. The Agency shall ensure that its manpower shall not at any time, without the consent of the Authority in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Authority and shall not disclose any information about the affairs of Authority. This clause does not apply to the information, which falls in the domain of public knowledge.
40. Agency will provide a copy of job responsibility to all workers on date of commencement of contract.
41. All the waste papers/ garbage collected during the cleaning operations shall be properly disposed as per applicable law.
42. The Agency shall take reasonable precautions to prevent the Authority from loss destruction, waste or misuse in any form.
43. That in the event of any loss occasioned to the Authority as a result of any lapse on the part of the Agency and that would be established after an enquiry conducted by the Authority, the said loss may be claimed from the Agency up to the value of the loss. The decision of Authority will be final and binding on the Agency. Such loss shall be

compensated within 7 days of issue of notice by the Authority. Authority can recover same from Performance Security or monthly invoices.

44. The Agency shall indemnify and hold the Authority protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by Agency.
45. The Agency shall be responsible for the antecedents of the manpower to be engaged for carrying out day to day operation. Agency shall maintain daily record of the name and the complete particulars of all his workers for each area separately which will be engaged for various activities.
46. Joint inspection shall be carried out for once a week by Authority. The frequency of inspection can be made daily, which shall of course be decided by the Authority, depending upon the quality of work being done by the Agency. During all such inspections the Agency or his authorized representative shall accompany the Authority.
47. A register will be maintained where in it will be certified by the agency or his authorized representative and Authority Representative in charge after joint inspection that all activities under the contract has been carried out as per requirement.

48. Dispute Resolution

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the Member Secretary, Punjab Bus Metro Society. Further, if any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice-Chairperson , Punjab Bus Metro Society. The Arbitrator shall conduct the arbitration proceedings in accordance with the provisions of The Arbitration and Conciliation Act,1996/2015 as amended from time to time. The award given by the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Amritsar or Chandigarh.

49. Any act on the part of the agency to influence anybody in the Authority is liable to termination of the contract.

50. Jurisdiction of Court

The courts at Amritsar shall have the exclusive jurisdiction to try all disputes if any, arising out of this agreement between the parties.

51. It will be the responsibility of the Agency to provide certified details of manpower deployed on monthly basis by 2nd of the succeeding month.

52. The Competent Authority for imposing the penalty shall be the Punjab Bus Metro Society through its designated representative.
53. In case the Agency delays in making monthly payment to the labour engaged by the due date, the penalty as per Appendix 13 Para 1 S.No. 1 shall be payable to the Authority. If in the opinion of Authority the delay is unjustified, the Authority can terminate the contract and forfeit the performance security in addition to other actions as envisaged under the law.
54. In case if the Agency delays the deposit of Statutory/Government fees against the payment to the labour engaged, in Treasury account through designated banks, the agency shall be liable to pay the Authority a penalty as per Appendix 13 Para 1 Sr. No.2.
55. This Agreement shall be effective from the date hereof and shall continue in full force and effect from the date hereof and until the date of expiry or termination of the Contract.
56. **Deleted**
57. **Reimbursable expenses**
Under this account head, the Agency shall mention the cost to its organization, with complete break up in respect of salary, PF, ESI, uniform, etc. of each personnel deployed or utilized by it and the consumables etc. used for rendering professional support services to PBMS in pursuance of this Contract during the relevant month.
58. The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the employees to the Agency in respect of payment of salary/ wages, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of ESI, EPF, Service Tax, etc., as applicable, besides copies of bills/ payment proof in respect of consumables purchased, if any.
59. Service Operator shall be responsible to comply with all the relevant statutory requirements including deposition of ESI, EPF, EDLI, taxes, duties, etc. Service operator will be required to submit a certificate along with the copy of relevant documents including proof of salary paid, deposition of all the statutory dues and other statutory requirements along with invoices to be submitted to PBMS. PBMS will not be liable for any violation/lapse on part of the Service Operator in discharging the above mentioned responsibilities.

60. The payment of salary / wages of employees for the previous month will have to be credited to their Bank Account latest by 7th day of subsequent month and in no case later than one working day from release of such payment by the Authority to the Agency. The details in this regard will accompany the monthly invoice submitted to PBMS.

61. The Agency shall submit invoice to PBMS on 1st of each month. After receiving of invoices payment of salary component under the invoice (part payment) shall be made within 5 days of receiving invoices complete in all aspects. The Agency shall disburse the salary to all its employees within 1 working (Bank Operation) day of having received the payment from PBMS. Upon receiving of documentary proof of Payment of salary component under this invoice and proof of statutory payments of EPF, ESI etc., remaining payment will be made by the Authority within 5 working days of receiving of invoices complete in all respects.

In case of any discrepancy, the Authority shall release the component as assessed to be correct, by reducing the payment amount suitably. The final settlement in such a case shall be made upon satisfaction of the Authority to the reply given by the Agency, for which the Agency shall submit the revised invoice.

The Agency shall levy service tax or any other statutory cess or tax, as applicable to its invoices. However, the service tax (or any other applicable tax) component of payment shall only be made by PBMS upon submission of proof of having paid such tax by the Agency.

Further, PBMS shall make the payments of invoices after deduction of income tax at source at the rate applicable to such services or other such amounts, which is required to be deducted as per applicable laws from time to time and under Section 194C of the Income Tax Act, 1961 or as per the Applicable taxes at the time of services.

62. The Agency shall submit the split up of the contents of the bill in the shape of wages paid, EPF, ESI, Service Tax (or any other applicable tax) on wages.

63. The payment of wages paid by the Agency to each worker shall be reimbursed to him only after the verification of payment into the respective bank account of each worker by Authorized representative of Authority.

64. Deleted.

65. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency for carrying out this contract and if a claim therefore is filed with the Labour or other statutory Authorities and proof thereof is furnished to the satisfaction of such Authorities, and if the Agency fails to settle the claim then, if the Authority has to make the necessary payment on the behalf of Agency, then such amounts shall be recovered from the agency from the Management

Charges payable under the invoices or/and through Performance Security or/and other security amount of the agency available with the Authority. In such scenario, Authority reserves the right to terminate the contract with the Agency and forfeiture of all the security amount of the agency with the Authority and any sums so paid shall be recoverable by the Authority from the Agency..

66. Deleted

67. Within 25 days after the end of each financial year and upon completion of the contract period with support manpower/staff/person, the Agency shall submit the proof of EPF and ESI deposit (such as copy of challan or acknowledgement received from the department or authority) that nothing is due from the Agency for the employee's deputed to the Authority.

68. The Agency shall provide copies of relevant records during the period of contract of otherwise even after the contract is over whenever required by the Authority.

69. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Authority from the Agency.

70. Authority shall handover the site to Service Operator for operations and management as per the completion of the constructions of the relevant components of BRT system and deployment plan.

71. If required, Authority can conduct inspection of site for any violation or misconduct or misreporting of facts provided by Service Operator.

72. As and whenever required on or before the services or during the services, the Authority shall have rights to conduct the audit of the agency at its discretion and cost.

73. Agency shall at its own level full fill the minimum criteria of employment in terms of education, qualification ,experience etc. and its employees have not received such evidences by fraudulent means. Agency have to provide an undertaking/certification from its employees. In case any of its employee found to be in fraudulent practices or any such event, PBMS shall retain right to terminate the contract and fortified its performance security and shall levy damages as per provision in Agreement.

74. Deleted.

75. Deleted.

76. Deleted.

77. The Agency shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-Service Providers.

78. Termination of the Contract:

- A. In event of non-performance of the Agency, the Authority shall issue a notice to the Agency regarding the same which the Agency shall cure within 3 working days. For repeated non-performance by the agency, the Authority reserves the right to terminate the contract by giving a 14 days' notice in writing mentioning the particular grounds of breach of contract which are provided below but not limited to the following :
 - a. Any representation made or warranties given by the Agency under this Tender is found to be false or misleading.
 - b. The Performance Security has been encashed and appropriated in accordance with clause and Agency fails to replenish or provide fresh Performance Security within a time frame given by the Authority.
 - c. The Agency is otherwise in Material Breach of any conditions of the contract.
- B. Upon Termination of the contract, the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.
- C. Notwithstanding the above, the Authority may terminate the contract for convenience.

D. APPENDIX

Appendix 1: Forwarding Letter

{On Bidder's letterhead}

(Bidders are required to fill up all the blank spaces in this Bid Performa and its enclosures.
)RFP No. Authority/--- /--- /--- -----(to be specified by Authority) Date: (Last Date of Submission)

To,
Member Secretary
Punjab Bus Metro Society (PBMS)
SCO, 33-34-35, Sector 34-A, Chandigarh - 160022
Fax - 0172-2665596
Phone- 0172-2665417

Subject: Submission of Bid for Selection of Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar

Sir,

We are pleased to make our submission for the captioned RFP. The following documents are submitted towards the same.

- A. Technical Bid Comprising of followings as per the provisions of RFP.
- a) Envelope I: RFP Fee and EMD/Bid security
 - b) Envelope II: Eligibility and Qualification documents
 - c) Envelope III : Financial Bid

B. We have submitted the Price Bid online as per the prescribed format.

We are aware of the Punjab Bus Metro Society (PBMS) right to accept or reject any/all proposals without giving any reason and upon rejection of proposal; I shall not be entitled to any right with related to the PBMS.

Our offer/Bid is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, We have not given any written or oral promise from the PBMS.

We have thoroughly read and understood all the terms and conditions of this RFP and We promise to observe and abide by all the terms and conditions of this RFP.

Thanking You, _____
(Signature and name of Authorized Representative)
For (Name and seal of Proposer Company/firm)

Appendix 2: General Information of Bidder

1. Bidders are requested to complete the information in this form.

No	Particulars
1	Name of Firm
2	Head office address:
3	Contact Person: Telephone:
4	Fax: E-mail:
5	Place for incorporation/registration: Year of incorporation/ registration:
6	Any other information

2. A Power of Attorney authorizing the signatory
3. Applicants shall submit the following information:
 - a. Legal Status
 - b. Place of Registration
 - c. Principal business and place for business
4. Copy of the Registration of the Proposer (Certificate of Incorporation, Partnership Deed, Service Tax Registration copy, Shops and Establishment Dept. Certificate, etc.) (to be attached separately)
5. Attach Brochure of Firm

Signature of the Bidder

Appendix 3: Financial Capability Statement

{On Statutory auditor's/ Registered Chartered accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited turnover of the firm from activities related to supply of manpower in any of the three financial years during last five financial years ending on March 2016-17.

Years	Turnover (Rs. Crore)

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Note: Please attach audited annual report including balance sheets and profit and loss statements

Appendix 4: Performance Statement/Client's Certificate

{On Bidder's letterhead}

I hereby declare that our company/firm has experience of operation of following projects through contractual rights.

Sr. No.	Name of the Eligible Project	Start Year	End Year	Amount of Annual service fee received (Rs. Crore)	Supporting evidences* Client's Certificate

* The Client Certificate must showcase amount of annual service fee paid has to be attached herewith.

Note :Eligible projects means the projects in which the bidder had provided the services of supply of manpower. The services is the total fee received by the bidders i.e. including Basic salary of employment, statutory payment like ESI, EPF, service tax and management charges/Administrative charges.

(Signature and name of Authorized Representative)

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Appendix 5: No Blacklisting Certificate

(On a Stamp Paper of relevant value)

No-Blacklisting Affidavit

I M/s. _____(Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Punjab (GoP) / any other entity of GoP or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____Day of _____, 2016.

Name of the Bidder

Signature of the Authorized
person

Name of the Authorized
Person

Appendix 6: Format of power of attorney in favour of Authorizing Bidder's Signatory

[On appropriate Stamp Paper]

KNOW ALL MEN BY THESE PRESENTS, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is presently employed with the _____(firm/company name) and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for 'Selection of Agency or Service provider for Providing Manpower for Fare Collection, Housekeeping and Security Services for Bus Rapid Transit System (BRTS) in Amritsar' ("the **Project**") proposed by the PBMS including but not limited to signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Meeting and providing information/responses to the PBMS, representing us in all matters before the PBMS, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the PBMS in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the execution of the Contract for the Project with the PBMS or any entity representing the PBMS.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2016.

For _____

(Signature, name, designation and address)

Witnesses:

1.

(signature)

(Name, Title and Address)

2.

(signature)

(Name, Title and Address)

Accepted by:

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a power of attorney executed and issued in India, the document will need to be notarized in India.*
- *For a power of attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney has been executed. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix 7: Undertaking for Breach of Contract

We, M/s _____ (Company Name), hereby undertake that we must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on Bid Submission Date.

Dated this ____ day of _____ 2016.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Appendix 8: Undertaking for Information Furnished

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2016.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Appendix 9: Undertaking for No Default related to statutory Payments

We hereby undertake that we have made all the statutory payments like EPF, ESI ,Service Tax etc till the last quarter before the bid submission date.

Dated this _____ day of _____ 2016.

Signature
(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by
Authorized Signatory with designation

Appendix 10: Format of Price Bid

(The Price Bid shall be submitted online through <http://etender.punjabgovt.gov.in> and in physical submission as per the schedule)

Date:

To,
Member Secretary
Punjab Bus Metro Society (PBMS)
SCO, 33-34-35, Sector 34-A,
Chandigarh - 160022
Fax - 0172-2665596
Phone- 0172-2665417

Contract No..... Date

Agency Name:.....

Dear Sir,

I/We _____ (*name of bidder*) _____ herewith submit Price Bid for selection of my/our firm as an agency for providing fare collection, Housekeeping and Security services for BRTS Amritsar and as per terms and conditions of RFP dated _____ issued by PBMS.

The percentage of Management Fee for providing manpower services under the Scope of Services for the project shall be _____% (in words) of Monthly Gross Payment.

Monthly Gross Payment shall include salary (as per applicable Department of Labour and as notified by the Deputy Commissioner at Amritsar) and other statutory payments such as ESI(Employer contribution only) and EPF (Employer contribution only). The service tax shall also be paid as applicable over the Monthly Gross Payment.

The Monthly Gross Payment shall be paid after deducting Income Tax (and any other applicable taxes).

Statutory payments, i.e. ESI(Employer contribution only), EPF (Employer contribution only) and Service Tax, shall be reimbursed as per actuals and on production of proof of having deposited the amount with respective authority/department. All other applicable taxes and statutory obligation(s) shall be payable by the Agency.

The cost of uniforms, all materials, equipment and cost of other consumables items for housekeeping shall be reimbursed to the bidder at rates approved by the Authority and as per actuals on submission of the bills/invoices along with supporting documents. No management fee shall be admissible against

such reimbursement.

I/We _____ (name of bidder) hereby confirm that The Management fee includes the cost of Administrative charges for manpower, Charges/Fee for Cash handling and deposit of same to the designated bank account of Authority or bus depot as decided by the Authority and any other component.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address: _____

Place: _____

Date: _____

Notes:

1. The bidder should sign all the pages of Price Bid.
2. The Authority reserves the rights to ask the bidder to provide the detailed breakup of the Management Fee submitted as part of the Financial Bid.

Appendix 11: Format for Bank Guarantee for Performance Guarantee/Security

To,
Member Secretary
Punjab Bus Metro Society (PBMS)
SCO, 33-34-35, Sector 34-A,
Chandigarh - 160022
Fax - 0172-2665596
Phone- 0172-2665417

Contract No..... Date

- 1) Any such written demand made by PBMS stating that the Preferred bidder/ Agency is in default of the due and faithful fulfillment and compliance with the terms and condition contained in the bidding documents/Agreement shall be final, conclusive and binding on the bank.
- 2) We the bank do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Preferred bidder/ Agency or any other person and irrespective of whether the claim of PBMS is disputed by the Preferred bidder/ Agency or not merely on the first demand from PBMS stating that the amount claimed is due to PBMS by reason of failure of the agency to fulfill and comply with the terms and conditions contained in the contract document. Any such demand made on the bank shall be conclusive as regards amount due and payable by the bank under this Guarantee shall be restricted to an amount exceeding _____
- 3) This Guarantee shall be irrevocable and unconditional and remain in full force for a period of Three years (i.e. Contract Period) plus Three Months from date of signing of contract between Agency and PBMS or for such extended period as may be mutually agreed between PBMS and Preferred bidder/ Agency and agreed to by this Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid
- 4) We, the Bank, further agree that PBMS shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the contract documents and decision of PBMS that the Agency is in default as aforesaid shall be final and binding on us notwithstanding differences between PBMS and Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority
- 5) The Guarantee shall not be affected by any change in the constitution or winding up of the Agency or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 6) In order to give full effect to Guarantee, PBMS shall be entitled to treat the Bank as the principal debtor. PBMS shall have the fullest liberty without affecting in any way the

liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said contract agreement or the period for fulfillment and compliance with all or any of the terms and conditions contained in the contract agreement by the said Agency or to postpone for any time to time to vary any of the terms and powers exercisable by it against the said Agency and either to enforce or forbear from enforcing any of the terms and conditions contained in the said contract agreement or the securities available to PBMS and the bank shall not be released from its liability under these presents by any exercise by PBMS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Preferred bidder/ Agency or any other forbearance, act or omission on the part of PBMS or any indulgence by PBMS to the said Agency or by any change in the constitution of PBMS or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the bank from its such liability.

- 7) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein
- 8) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive, the said notice of claim. The payments shall be released within the day of receiving of demand and before the closing of working hours
- 9) It shall not be necessary for PBMS to proceed against the said Agency before presenting to the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which PBMS may have obtained from the said Agency or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized
- 10) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PBMS in writing.
- 11) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 12) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to the amount given in the RFP document. The Bank shall be liable to pay the said amount or any part thereof only if PBMS serves a written claim on the Bank on or before (***) (indicate date falling on the last date of the bid validity period)

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank :

Signed, sealed and delivered

For and on behalf of the Bank
by the above named _____

in the presence of :

Witness 1:

Signature

Name

Address

Witness 2:

Signature

Name

Address

Appendix 12: List of Approved Banks for purpose of providing Performance Security

All Scheduled bank having its branches at Amritsar, Punjab, India

Appendix 13: Performance Parameters and Damages

The below mentioned penalties shall be payable by the Agency to the Authority for the deficiency in performance, efficiency and damages

1. General

S.N.	Deficiencies	Damages per Instance
1	Non-Payment of salary to the staff by the due date as given in clause 60 of GCC	0.05% of the value of delayed payment for each day of delay.
2.	Agency not depositing statutory payments like ESI,EPF etc. with the concerned Authorities by due date	0.05% of the value of delayed payment for each day of delay, in addition to any penalty/fee payment payable to the statutory Authorities
3	Non-compliance of qualification/experience as laid down in Annexure C	Rs. 1000/- per person per instance and removal of the concerned person
4	Non-compliance of Part C, GCC, Point No 33 and 34	Rs. 1000/- per person per instance and removal of the concerned person
5	Late Login by person/staff (up to 20 min late login)	Equivalent to Half day salary of STT Operator
6	Late Login by person/staff (Beyond 20 minutes late login)	Equivalent to One day salary of STT Operator
7	Person/staff leaves the service designated space unattended	Half day salary of STT operator
8	Person/Staff not reporting to duty and no provision of substitute staff without intimation except in emergency cases	Rs 500 per instance
9	Person/Staff Leaving duty without proper relieving.	Equivalent to One day salary of concern person
10	Person/Staff not carrying the I-Card and not wearing the Uniform prescribed by PBMS/Authority	Equivalent to Half day salary of concern person
11	Personal/staff found under influence of Alcohol, Psychoactive drugs or illicit substance	Equivalent to One day salary of concern person
12	Personal/staff found Smoking or using products under Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003 or COTPA is an Act of Parliament of India	Equivalent to One day salary of concern person

Note: The above damages are for default at first instance only. For subsequent default of similar nature, the penalty will be doubled. In case if the same person/staff is found at fault for the same default then the person/staff shall be replaced within three days of notice.

2. Cash Management Related

S.N.	Deficiencies	Damages per Instance (Rs.)
1	Deleted	--
2	Difference in reconciliation i.e. Actual cash deposited and Revenue generated per POS as per the software information	Such difference shall be paid by Agency recovered from monthly invoices or as provided in General conditions of Contract clause 20
3	Deleted	--
4	Deleted	--

3. Efficiency and quality of the systems

S.N.	Deficiencies	Damages per Instance (Rs.)
1	Any breakdown or physical damage or malfunctioning of POS machines/Handheld Electronic Ticket vending machine or any other machines owing to reasons attributable to the Fare Collection Agency's staff/ due to Agency's fault	Cost of Repair (or Replacement in case of unrepairable) of POS machines/ Handheld machines or any other machines

4. Reporting Requirement

S.N.	Deficiencies	Damages per Instance (Rs.)
1	Not keeping shift wise record of deployment of STT Operators' Staff.	500
2	Non-submission of Daily reports to the Authority	500
3	Non-submission of monthly report of payment of salary, PF,ESI etc. required as per the statutory requirements	5000

Note: Authority shall charges reasonable damages at its own discretion for any other Default/breach not specified herein above.

Penalties for Housekeeping and Security Services

Table 1- PENALTIES

Sr. No.	Offence/Event	Penalty to Agency (in INR)
A. SECURITY SERVICES		
1	Un-guarded Station/Terminal during checking by PBMS (i.e. no guard found at the place of duty at that moment)	Equivalent to Two days salary of concerned person
2	Guard found without proper security tools (whistle, stick, torch)	Equivalent to Half day salary of concerned person
3	Damage to Civil Work inside and Electrical/Electronic Equipment's inside Station/Terminal Premises and damage to Signage/Information Graphics inside Station/Terminal	As decided by Authority
4	Advertisement Stickers/Bill Boards/ Bills/ Posters/ Banners/ Hoardings/ Pamphlets/ Leaflets/ Visiting Cards etc. or any such sort of promotional material found on any structural part of the station/terminal premises during checking by PBMS	Equivalent to Half day salary of concerned person
5	Guard found parking his vehicle or allowing citizens to park their vehicles inside BRTS Corridor and/or near BRTS Station	Equivalent to Half day salary of concerned person
6	Deleted	--
B. HOUSEKEEPING SERVICES		
1	Garbage/Litter found inside station/terminal premises during checking by PBMS	Equivalent to Half day salary of concerned person
2	Housekeeping Tools/Equipment's found in unorganized manner inside station/terminal premises	Equivalent to Half day salary of concerned person
3	Unserviceable bins or damaged bins provided at stations/terminal	Equivalent to Half day salary of concerned person

Note:

1. In case if the Agency does not pay the charges to Authority, the Authority can issue a notice to Agency and can deduct the charges from the Performance Security/Bank Guarantee or Monthly invoices of Agency submitted to the Authority.
2. The agency at its own discretion may impose the penalty on the person/staff engaged in the services.

Appendix 14: Details of BRTS Stations on BRTS Amritsar

Corridor 1: Albert Road Junction to India Gate

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	India Gate	1560	610
2.	Narian Garh	1560	610
3.	Chheharta Thana	1560	610
4.	Chheharta Chowk	1560	610
5.	Chheharta Girls School	1560	610
6.	OCM Mill	1560	610
7.	Bhagat Naam Dev Chowk	1560	610
8.	Purani Chungi	1560	610
9.	Guru Nanak Dev University	1560	610
10.	Khalsa Public School	1560	610
11.	Khalsa Women College	1560	610
12.	Putli Ghar	1560	610
13.	Putli Ghar Chowk	1560	610
14.	Valmiki Chowk	1560	610
15.	Sadar Thana Chowk	1560	610
16.	Adventist Church	1560	610

Corridor 2: Bhandari Bridge Loop

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	Amritsar Railway Station	1560	610
2.	Alexender School	1560	610

Corridor 3: Bhandari Bridge Round about to Daburji

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	Opp. Civil Hospital	4120	350
2.	Civil Hospital Kerb Side	4120	350
3.	Opp. ISBT (at grade)	2395	610
4.	Opp. ISBT (retrofitted)	1875	-
5.	ISBT (at grade)	2395	610
6.	ISBT (retrofitted)	1875	-
7.	Guru Ram Das Dental College(LHS)	4970	350
8.	Guru Ram Das Dental College(RHS)	4970	350
9.	Alpha One	1560	610
10.	Tara Wala Pul	2675	935
11.	New Amritsar	1560	610
12.	Grandeur Resort	1560	610
13.	Amritsar Gate	1560	610

Corridor 4: Central Core

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	Ram Bagh	1560	610
2.	Dental Hospital	1560	610
3.	Celebrations Mall	1560	610
4.	SSSS Chowk	1560	610
5.	Novelty Chowk	1560	610
6.	IT Chowk	1560	610
7.	Kichlu Chowk	1560	610
8.	Railto Chowk	1560	610

Corridor 5A: Celebration Mall to NH Bypass

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	Vijay Nagar	5835	-
2.	Soap Mill	5835	-
3.	PSPCL Rest House	5835	-
4.	Ankur Complex	5835	-

Corridor 6: NH Bye pass to Verka canal

S. No	Bus Station Name	Floor Area (Sq.Ft.)	Ramp Area (Sq.Ft.)
1.	Verka Milk Plant	1560	610
2.	Verka Railway Station	1560	610
3.	Verka Village	1560	610
4.	Verka Canal	1560	610

Terminal Details:

S. No	Terminal Name	Floor Area (Sq.Ft.)
1.	India Gate turn around	14750
2.	Daburji turn around	9435
3.	Verka turn around	14,000

Note: While due care has been taken to mention floor area of bus stations and terminals in Amritsar, however, it is likely that minor variation in the area may appear based on actual site condition. Bidders are advised to conduct independent site visits on their own to respective areas to assess ground condition and make their decisions. It should be noted by the bidders that Infrastructure Construction Work is in progress. Henceforth, they should not consider the existing condition of the infrastructure (i.e. dirty floors etc.) at Bus Stations and Terminals. The Authority shall take charge of Bus Stations, Terminals, Depot and Control Centre once the infrastructure development is fully completed.

Appendix 15: Deleted

E. ANNEXURE

ANNEXURE A: Scope of Service for Fare collection services

Punjab Bus Metro Society (PBMS) intends to procure Fare Collection Services and allied services which is Technical in Nature and it is not merely supply of manpower Services. The Fare Collection Service for BRTS in Amritsar shall comprise setting up of a system without limiting the following:

- a) Fare Collection: Deployment of Station Ticket Terminal Operator (hereunder called “STT Operator”) at the BRTS Bus stations to collect fare with help of Station Ticket Terminals (i.e Point of Sale Machines/hand held Electronic Ticket Vending Machines, ETVM) provided by the Authority/PBMS.
- b) Accounting and Reconciliation: Establishment of system for assembling, record keeping, accounting and reconciliation of fare collection amount and that of recorded in Fare Collection Software installed in Station Ticket Terminals (POS Machines) provided by Authority.
- c) Agency shall be responsible for Cash handling and deposit of daily cash collected at all BRTS stations in the designated Bank account of Authority or as decided by the Authority
- d) It is to be noted that selected Agency shall have complete supervision and monitoring responsibility for work related to fare collection undertaken by STT Operators appointed by the Agency.
- e) Fare Collection Agency (the “FCA”) to operate Station Ticket Terminal machines/ hand held Electronic Ticket Vending Machines (ETVM) and issue tickets at Station Ticket Terminals/POS/Ticketing counters against prescribed fare from passengers. Agency shall also undertake Selling of Token/smart cards as well at Facilitation of use of Smart Cards/ Recharge of Smart Card at BRT Bus Stations.
- f) Agency shall train, deploy and retain adequate skilled manpower to be called “STT Operator and Supervisor” for Fare Collection and allied services at BRTS Bus Stations at designated place and in the manner instructed by the Authority, Back Office Operation, Monitoring and Supervision and General Administration.
- g) Agency shall Deploy STT Operators and Supervisors having no criminal records against him and such deployed personnel must be medically fit.
- h) Agency shall provide the training to STT Operators and Supervisors in following aspects in coordination with Authority appointed Automated Fare Collection Agency.
 - Induction training
 - Ticketing Operation
 - Soft skills training such as polite Public Behavior, Standards Operating Procedures in case of different cases and occurrence of different instances.
 - Any other aspects as specified time to time by Authority.
- i) Agency shall prepare Standard Operating Procedures in consultation with the Authority for each cases/events.
- j) Fare Collection shall ensure that all STT Operators and Supervisor shall be carrying bar code

enabled I-Cards and shall have to wear clean uniform as prescribed by the Authority.

- k) Agency shall provide monthly schedule of deployment of STT Operators to different Stations/ticketing counters indicating name of the STT Operators, name of the stations. The deployment of STT Operators shall be changed every month (No STT Operators shall be deployed in same Bus Stations for more than two months time period).
- l) Facilitate/direct the commuters with regards to use of Fare Gates.
- m) Agency shall also undertake following Cash Management Services
 - i. All fare money collected at the end of the shift/end of the day to be deposited at designated bank account of the Authority or as decided by the Authority
 - ii. Agency shall send detailed and brief reports at the end of every day including through messages about cash collected and that of recorded in AFC software installed in POS machines provided by Authority.
 - iii. Any difference in reconciliation i.e. cash deposited actual and as per the software information shall be explained by the Agency and Authority shall recover such difference amount from fare collection agency.
 - iv. STT Operators shall not carry personal cash of more than Rs 500 during the duty hours. STT Operators shall have to report the personal cash carried with him every day to Authority register.
- n) Submit daily MIS reports specifying the details of deployed STT Operators (names, login details, presence /absence etc), daily cash collected and other aspects as so instructed by the Authority.
- o) Pay charges for repair in case of any breakdown or physical damage or malfunctioning of POS machines/Station Ticket Terminal Machines owing to reasons attributable to the agency's staff.
- p) Ensure that its staff are organized, polite, helpful and facilitative contractual and furnish a copy of such contract as and when demanded by the Authority.
- q) Agency must take Contract Labor License as per the labor Contract acts and statutory requirements and also renew such License annually. Such License shall be provided to the Authority as an evidence of compliance.
- r) The Agency shall be required to make available to the Authority the STT Operators and Supervisors in proportion of the Bus Stations available for operations under the Project during the contract period The Agency shall provide additional STT Operators and Supervisor in case of the Authority makes available additional BRTS Bus Stations for Fare Collection Service during the Agreement Period.
- s) The Agency shall collect the paper rolls from the Authority at regular interval and distribute to BRT Bus Stations so as to ensure continue ticketing operation. The Agency shall inform well in advance about the requirements of the paper rolls.
- t) Pay charges for repair in case of any breakdown or physical damage or malfunctioning of POS machines/Station Ticket Terminal Machines owing to mishandling of POS/STT Machines or reasons attributable to the Agency's staff.
- u) Procure and Maintain the Complaint Register at BRT Bus Station and submit its copy physically twice a week to Authority's Control Center.

- v) Bear all applicable National, State and local taxes in respect of the Project and its services rendered in terms hereof.

Operation hours for BRT services shall be as given below:

- a) From March to September – 05.30 to 23.30 hours
- b) From October to February – 06.00 to 23.00 hours

Note: The operational hours shall be for every day and for all days of each week/or month. The operation hours given are indicative and shall be subject to final operation plan decided by the Authority.

No. bus Stations and Ticketing counters

S.N	No. of Bus Stations	No. of Ticketing Counters
1	47	48

ANNEXURE B: Scope of Services for Housekeeping and Security Services

Punjab Bus Metro Society (PBMS) intends for Undertaking Housekeeping and Security Services for BRT Stations, and Control Center under Bus Rapid Transit System in Amritsar. The Scope of Services shall comprise setting up of a system without limiting the following:

Introduction

The aim and objective is to provide a clean, hygienic and presentable look to the entire bus stations, and control centre and surrounding area. The Agency shall be responsible for complete security and housekeeping services of given number of BRT Stations and Control Centre. The scope of work shall cover the defined number of BRT Stations and Control centre as specified and as mentioned in **Appendix 14**. The requirement of manpower for is described in Annexure-C. The selected agency will be required to fulfill all statutory requirements of Authority from time to time and provide as defined in the bid document. The Agency shall be responsible for complete housekeeping service of given number of bus stations and their surrounding area. The surrounding area shall mean to include area within 10 meters from the bus station edge lengthwise on both sides and upto the BRTS lane divider widthwise on both sides. The cleaning shall be done in following manner with a periodicity and frequency required to maintain the standards and responsibilities described:

Overview of Services Required

The agency on selection would be responsible for providing security and housekeeping services and allied activities to PBMS for BRTS Stations and Control Centre. The agency would have to ensure that the duties and responsibilities outlined under the scope of work should be accomplished with efficient/adequate manpower, capital investment and sufficient equipment's. The agency would be solely responsible for the quality of the service provided. The aim and objective is to provide a clean, hygienic and presentable look to the entire BRT Stations and Control Centre during Bus Operations hours and ensure their security at any given day throughout the year.

End to End Process-

The project shall involve an end-to-end process of commitment from the agency, consisting of the following:

- a) Organizing and managing adequate services on regular basis
- b) Periodic feedback to PBMS about monitoring activities
- c) Only trained and skilled staff will manage the facilities (i.e. BRT Stations and Control Centre)
- d) Staff shall maintain discipline and conform to etiquette/regulation. Manpower supplied would be under constant review and in case of shortfall in performance, the replacement should be provided immediately.

- e) PBMS will not be responsible for any loss/damage/destruction of any parts of housekeeping equipment's, which may occur during the process of providing services.
- f) The above list is only indicative and can include all such sub-processes required for seamless implementation of work process of agency.

Housekeeping Services

Cleaning Services are to be provided on a daily basis. Routine housekeeping activities including but not limited to dusting, mopping, cleaning, removal of cob-webs are to be carried out on regular basis. With the help of mix of man, machine, chemicals, tools and standard operating procedures, Agency will ensure efficient, clean, eco-friendly & quality housekeeping services. Housekeeping should be satisfactory to PBMS and/or its authorized representatives. The following activities need to be done on daily basis in "Housekeeping Services".

- a) The Agency shall completely clean the bus station and control centre areas as designated by the authority.
- b) The Agency shall empty the dustbins at required number of times per day and dispose off the collected refuse at designated site.
- c) Dusting and cleaning of electronic equipment's and peripherals, window glasses, door glasses, equipment's, electric fixtures, accessories, lights, switchboards, light fixtures, firefighting equipment's, name plates, advertisement boards, and all present and future elements of the bus stations and terminals. Due care is required to be taken in cleaning Electronics and IT Equipment's, fixtures, wiring, switches etc.
- d) Floors of stations and terminals should be cleaned and wet mopped. Disinfectant like Phenyl should be added to the water once in a day for wet mopping.
- e) All glass surfaces including windows and automatic doors should be cleaned with soap water and then cleaned with absorbent paper to make the surface free of any dust and dirt.
- f) All the signage boards of polyvinyl, acrylic or any other material should be cleaned with suitable chemicals in a manner that does not destroy the signage paint.
- g) All the Stainless Steel surfaces like support railings, seats etc. to be cleaned and wiped with mild soap water solution with help of soft cloth. All horizontal surfaces like counter ledge, seats etc. to be wiped with wet cloth and dry cloth making it free of any dirt.
- h) Waste Disposal: The service provider shall segregate biodegradable and non-biodegradable wastes before its disposal. Waste shall be collected at least twice a day (or more frequently if required) and disposed off in a scientific manner. The Agency shall provide at least two numbers of adequately sized dustbins of suitable size on each bus stand and terminal. The shape, size, design and the quality of the dustbins shall be approved by the Authority.
- i) Cleaning shall be done periodically and with frequency required to maintain the standards and responsibilities.
- j) Cleaning of all the components of bus station which includes seats, hand rails, structure, architectural elements, fare collection cabin, doors, roof, floor etc. and control centre.
- k) Clean (wet mopping) floor of Bus Station and control centre twice per day

- l) The agency shall be responsible for making arrangements of water for cleaning and mopping purpose.
- m) The Agency shall have to store the housekeeping equipment's and tools inside the station and control centre premises in a manner that it doesn't give a disturbing appearance to passengers and visitors.
- n) The Agency shall be responsible for any kind of damage to any component of the bus stations and control centre during the housekeeping service and shall pay for making good the damages or replacement of the damaged component.
- o) The Agency shall provide the housekeeping services as per the schedule decided by the Authority. The Agency shall be required for services to be performed in case of any emergency.

Housekeeping Schedule

- a) Authority recommends to undertake housekeeping services twice a day as per the following schedule:
 From 05:00 am to 08:00 am
 From 02:00 pm to 05:00 pm
 Agency shall also ensure availability of Housekeeping staff at all times during operation hours.
- b) Authority recommends not to undertake housekeeping services during peak hours, especially when there is rush of passengers inside bus station and control centre areas (9:30am to 11:30 am & 5:30pm to 7:30 pm).

Security Services

Security Services are to be provided on a daily basis. There will be 1 shift per day (i.e. one shift of 8 hours, the indicative timings would be 10:00 pm to 06:00 am which would be as per the operation plan).

- a) Each BRT Station to have 1 guard at a time deployed.
- b) Required Relievers (per shift) are to be deployed by agency for taking care of refreshment times of the deployed guards.
- c) At no instance, BRTS Station and Terminal Premises should be left un-attended by the security guard (i.e. there has to be a presence of a guard at any point of time in a day as per schedule). If the premises are found un-attended during checking by PBMS staff, penalty as mentioned in Appendix 13 shall be levied.

Duties and Responsibilities of the Security Guards

- a) Ensure that no hawkers, vendors, marketing persons are allowed to enter the station/terminal premises
- b) The guards should wear neat uniform while on duty along with identity cards
- c) They should not leave the assigned point unless and until the reliever comes for shift

duties.

- d) Lock the main doors of the stations and terminals during night time (after bus operations end) and stay awake for the night time.
- e) Open the station main doors early in the morning (before the bus operations start)
- f) They should not give lenient or casual impressions in the duties and they should be alert and attentive.
- g) Should not misbehave in any instance
- h) Must be fluent in Punjabi and Hindi Language
- i) Should prevent citizens entering bus station/terminal area with personal vehicles (this applies to all kind of motorized and non-motorized vehicles)
- j) Should not allow parking of motor vehicles or cycles near or within station/terminal premises
- k) Should not take keys of station/terminal doors at home.
- l) The security staff should follow codal formalities and disciplines of Labor System while on duty.
- m) The security guards on duty must possess proper uniform, laathi, whistle, name badge, identity card, shoes, torch light etc.
- n) The guards should be healthy with good desirable physique with a proper height weight ratio. Over weight and under nourished staff shall not be allowed.
- o) Agency supervisor should maintain register of presence of all guards
- p) List of security guards and supervisors on duty should be provided to Authority.
- q) Agency shall shuffle guards timely between stations and terminals
- r) The Agency will be responsible for any damage to BRT Stations and Terminals, thefts and vandalism to infrastructure including Station Signage, Station Graphics, Civil Infrastructure, ITS Equipment's like Passenger Information Display and other IT equipment's, Automatic Door and its related equipment's/accessories.
- s) Agency shall have to provide approved quality First Aid Box Kit at each BRTS Station and Terminal. It will be Agency responsibility to provide and maintain first aid box kit with proper medical supplies and regularly check their expiry dates.
- t) Any changes in the workers shall be immediately informed to the Authority in written form. The Service Provider undertakes to obtain such permission/license as may be required under the Contract Labor (Regulation and Abolition) Act, 1970. The Agency undertakes to produce the license/permission so obtained to the Bank or furnishes copies thereof as and when required by the Bank.
- u) The Agency shall follow all rules and regulations comply with Contract Labor (Regulation and Abolition) Act, 1970 and bid accordingly. If any bid found violating any Clause of the above act, then bid shall be considered for disqualification.

ANNEXURE C: Total Manpower Requirement

1. Fare collection manpower:

Qualification Criteria:

- a) Minimum graduate in any stream with good working knowledge of computer/data entry
- b) Should be conversant with Punjabi, Hindi and English languages

Total Manpower Requirement for Fare Collection Agency					
S.No.	Type of Manpower	Total Manpower Required per shift	No. of Shifts	Total Manpower Required	Remarks
1	Station Ticket Collector (STC)	48	2	96	Total No. of Ticket Counters is 48.
2	Reserves for STC	10	2	20	Considering a weekly off and monthly off
3	Reliever	10	2	20	Considering One Person per Five Stations.
4	Reserves for Reliever	2	2	4	Considering a weekly off and monthly off
Total Manpower required for Fare Collection Agency				140	

2. Security Guards manpower:

Required Qualification: Minimum 10th pass and *be conversant with Punjabi, Hindi and English languages*

Total Manpower Requirement for Security Guards at Bus Shelters and control centre					
S.No.	Type of Manpower	Total Manpower Required per shift	No. of Shifts	Total Manpower Required	Remarks
1	Security Guards	47	3	141	Total No. of BRT Stations is 47
2	Security Guards for control centre	1	3	3	
3	Reserves for Security Guards	10	3	30	Considering a weekly off and monthly off
4	Reliever	10	3	30	Considering One Person per Five Stations.
5	Reserves for Reliever	2	3	6	Considering a weekly off and monthly off
Total Manpower				210	

Note: With the introduction of new BRT system, for stabilizing the services and for public convenience, the Authority may require the services of security guards in 3 no of shifts. However the Authority reserves the right to reduce the no of shifts at any point of time by giving one month of prior notice to the agency.

3. Housekeeping Manpower

Required Qualification: Minimum primary education and *be conversant with Punjabi and Hindi*

a) Monthly basis Housekeeping manpower requirement

Monthly Manpower Requirement for Housekeeping at Bus Shelter and Control Centre					
S.No.	Type of Manpower	Total Manpower Required per shift	No. of Shifts	Total Manpower Required	Remarks
1	Housekeeping Staff (Full day)	4	2	8	Total No of Stations are 47. Single Station Area = 37 Double Station Area = 10 Total Station Area for housekeeping services = 57 (37 x 1 + 10 X 2)
2	Housekeeping Staff for control centre	2	1	2	
3	Reserves for House Keeping	2	2	4	Considering a weekly off and monthly off
Manpower required for House Keeping Staff (Monthly basis)				14	

b) Hourly basis Housekeeping manpower requirement

Total Manpower Requirement for Housekeeping at Bus Shelter (Hourly Basis)					
S.No.	Type of Manpower	Total Manpower Required	No. of Hours per Day	Total No of Man Hours & Manpower	Remarks
1	Hourly Housekeeping Staff	7	Total 6 hours	5.25	7 no of Manpower shall work 3 hours in Morning and 7 no of Manpower shall work 3 hours in Evening. The Agency shall have liberty to provide same or different manpower however the total no of hours shall be as per the requirement.
Manpower required for House Keeping Staff (Hourly basis)				6(Round off)	

Note: The above requirement can be modified by the Authority in case it is observed that the actual time taken to perform the task efficiently is different than assumed while calculating this requirement.

4. Supervisors requirement

Total Manpower Requirement for Housekeeping at Bus Shelter (Hourly Basis)					
S.No.	Type of Manpower	Manpower Required	No. of Shifts	Total Manpower Required	Remarks
1	Supervisors	1	2	2	Supervisors are required to supervise and control the performance of various activities under this contract. The Agency shall appoint one of the two supervisors as nodal officer who shall interact with Authority on day to day basis.
Manpower required for Supervision				2	

5. Total manpower requirements

Total Manpower Requirement for Operation of BRTS		
S.No.	Services	Total Manpower Requirement
1	Fare Collection	140
2	Security Guards	210*
3	Housekeeping Monthly basis	14
4	Housekeeping Hourly basis	6
5	Supervisors	2

**Note: With the introduction of new BRT system, for stabilizing the services and for public convenience, the Authority may require the services of security guards in 3 no of shifts. However the Authority reserves the right to reduce the no of shifts at any point of time by giving 15 days prior notice to the agency.*

Notes

- a) Authority has the right to increase or decrease the requirement of manpower for providing the services under this contract.
- b) Working hours of the manpower shall be defined as per the bus operational plan provided by the Authority. Authority reserves the right to modify the bus operational plan as per the requirements. In case if additional working hours are required by the Authority then the suitable payment shall be decided by the authority which in no case shall be more than hourly rates defined in minimum wages as per applicable department of labour and as notified by the DC rates at Amritsar.
- c) Uniform Requirements for Manpower: Item/Accessory per person
 - i. Summer – One pair of Shirt and pant , Two Socks, a pair of shoe, one belt, one cap or one turban (Every Year)

- ii. *Winter - – One pair of Shirt and pant, One full sleeves sweater (Every Year), One Full Sleeves Jacket (Once in Three year)*
- iii. *Other items/accessories shall be as decided by the Authority. The Color, Design, Logo placement, Authority logo etc. shall be finalized by Authority.*
- d) *The cost of uniforms, all materials, equipment and cost of other consumables items for housekeeping shall be reimbursed to the bidder by the Authority as per actuals on submission of the bills/invoices along with supporting documents. However before making any procurement the agency shall obtain approval of the Authority as regards the quality/brand, quantity and rates of the various products/items. The Authority shall approve/suggest modifications (if any) in the same within 7 working days from the date of submission. No management fee shall be admissible against such reimbursement.*
- e) *The Agency has to maintain adequate stock of all uniforms, materials, equipment and other consumables items at all point of time as per the schedule finalized by the Authority or its representative. The inventory/stock should be maintained so as to have it available at least one month in advance of actual requirements.*
- f) *The Agency has to maintain adequate stock of all uniforms, materials, equipment and other consumables items at all point of time as per the schedule finalized by the Authority or its representative. The inventory/stock should be maintained so as to have it available at least one month in advance of actual requirements.*
- g) *During recruitment of manpower, the agency shall charge not more than Rs 100/- from the candidates as Application fee for all services under the contract. However, the Agency may charge from each the selected candidates an amount of Rs 1000/- per person as fee for processing, documentation and verification.
The agency shall charge Rs 5000/- from each person appointed for fare collection as refundable security.
No other Fee/security deposit shall be charged from the selected candidate except with prior approval from Authority.*

ANNEXURE D: Format for Contract

CONTRACT FOR SERVICES

This contract is made on the _____ day of November 2016.

Between

Punjab Bus Metro Society(PBMS), a Society established under Registration of Societies Act,1860 by the Government of Punjab and having its correspondence office at SCO No. 33-35, Sector 34-A, Chandigarh(hereinafter referred to as “the Authority”) through its Member Secretary of the one part and _____, a company incorporated under the Companies Act,1956/2013, having its office at _____(hereinafter referred to as “Agency”) through its Director of the other part.

WHEREAS:

1. A. The Authority is desirous to Select an Agency for Providing Manpower for Fare Collection, Housekeeping and Security Services (“the Project”) for Bus Rapid Transit System (BRTS) in Amritsar City for the period of 3 (three) years from the Commencement of Operation Date (COD). The term shall be extendable only once for a period of another one year based on the performance of the agency assessed by the Authority.
 - a) The agency has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP Document.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expression shall have the same meaning as are respectively assigned to them in the tender document hereinafter referred to.
2. The Contract comprises of the following documents:
 - (1) This contract;
 - (2) RFP document dated _____ in its entirety
 - (3) Addendum and Response to Queries dated _____
 - (4) Agency’s Bid
 - (5) Performance Security
 - (6) LOA dated _____
 - (7) Any amendment or clarification agreed to between the Parties whether by way of letters or agreements.

3. In consideration of the payments to be made by the Authority to the Agency for providing the services under this contract, the Agency hereby covenants with the Authority to discharge the scope of work and other terms and conditions as specified in the RFP document in its entirety.
4. The Authority hereby covenants to pay the Agency as per the payment terms mentioned in the RFP document, in consideration of providing the required services as per the RFP document.
5. The Agency agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Agency further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Agency shall not dispute the same in future in any manner.

IN WITNESS WHEREOF the parties here have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said
 Name
 On behalf of the Agency
 In the presence of
 Witness
 Name
 Address.....

By the said
 Name.....
 On behalf of the Authority
 In the presence of
 Witness
 Name.....
 Address.....

ANNEXURE E: Minimum Wages

(as per applicable Department of Labor and as notified by the Deputy Commissioner at Amritsar)

MINIMUM WAGES – PUNJAB .w.e.f. 01-03-2016

The Department of Labour, Punjab has issued a letter bearing No. ST/9472 dated: 12/04/2016 wherein the above enhancement/adjustment has been announced effective from 01/03/2016. Hence, the arrears may be released while processing the salary for current month.

The increase in wages for monthly rated employee is (INR) Rs. 274.90 & for daily rated is 10.59 & for hourly worker is 1.32

The detail of Enhanced/Adjusted minimum rates of wages for monthly rated and daily rated and hourly rated employees under different categories are as under:-

Employees under different categories are as under:-

CATEGORY	ADJUSTMENT OF MINIMUM RATE OF WAGES		
	W.E.F.01/03/2016 (in Rs.)		
UNSKILLED:-	Monthly	Daily	Hourly
“Unskilled” work is one, which involves simple operation requiring little or no skill on the job.	7210.52	277.72	34.71
SEMI-SKILLED “Semi-skilled work” is one which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes unskilled supervisory work.	7990.52	307.72	38.51

<p>SKILLED</p> <p>“Skilled Work” means work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute</p>	8887.52	342.22	42.81
<p>HIGHLY SKILLED</p> <p>“Highly Skilled Work” means a work which calls for a degree of perfection and full competence in the performance of certain tasks, including clerical work acquired through intensive technical or professional training or practical work experience for certain reasonable period and also require of an worker to assume responsibility for the judgment or decision involved in the execution of these tasks.</p>	9919.52	381.92	47.81

Notes:

1. *The payment to the manpower or staff deployed for providing various services under the contract shall be made as per the relevant and applicable category defined under Min. Wages as per Department of Labour and as notified by the Deputy Commissioner at Amritsar at the time of services.*
2. *The decision of the Authority as to which applicable category of the manpower, shall be final.*