



# Navi Mumbai Municipal Transport (NMMT)



## **Tender Document (RFP) for “Construction of 79 Bus Shelter for NMMT on Built-Operate-Transfer basis With Advertisement Rights for 15 Years”**

## CONTENTS

S. No	Particulars
1	Disclaimer
2	Part A - Instructions to Bidders
3	Part B - RFQ Document
4	Part C - RFP Document
5	Part D- Draft Concession Agreement
6	Schedules
7	List of Bus Shelters (Annexure-A)

## DISCLAIMER

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require.

Each bidder should conduct its own investigation, analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

Transport Manager, NMMT may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

PART A

INSTRUCTIONS TO BIDDERS

A-1 Letter of invitation

A-2 Project brief

A-3 Project framework

A-4 Bidder's responsibility before proposal submission

A-5 Cost of document

A-6 Clarification of RFP documents

A-7 Pre-bid meeting

A-8 Bid security

A-9 Validity of proposal and proposal security

A-10 Clarification from bidders

A-11 Language

A-12 Proposal documentation

A-13 NMMT right to accept and reject proposal

A-14 Proposal submission due date

A-15 Submission of offers

A-16 Late bids

A-17 Opening of offers

A-18 Confidentiality

A-19 Test of responsiveness

A-20 Evaluation and comparison of proposal

A-21 Selection and notification

A-22 Award of contract

A-23 Extension of validity of bid

## PART-A

**INSTRUCTIONS TO BIDDERS****A 1 LETTER OF INVATION****1.1 Tender Notice****Navi Mumbai Municipal Transport**

Tender No. NMMT/TM/ENGG/09/2022-23

**E-TENDER NOTICE**

Navi Mumbai Municipal Transport (NMMT) intends to Build New Modern and Commuter Friendly “**Construction 79 Bus Shelters on BOT Basis with Advertisement Rights**”. So Navi Mumbai Municipal Transport here by invites proposals from the Companies, Agencies & Consortiums (maximum 2) for the following work.

Sr. No.	Name of Work	Cost of Tender (With GST)	Earnest Money
1	Tender for Construction of 79 Bus Shelters for NMMT on BOT basis with advertisement rights for 15 years.	Rs.29,500/-	Rs. 15 Lacs

**The schedule for Bid process is as under**

Sr. No.	Activity	Date & Time (IST)	Time
1	Downloading of Bid Document	From 24/11/2022 to 26/12/2022	Up to 3.00 p.m.
2	Pre-bid meeting	On 06/12/2022	At 14.00 p.m.
3	Uploading of Technical and Financial Documents (Bid Submission)	From 24/11/2022 to 26/12/2022	Up to 3.00 p.m.
5	Opening of E-tenders (Technical documents) (If possible)	On 26/12/2022	Up to 4.00 p.m.
6	Presentation & Opening of Financial bid	Will be intimated later	

1. Bid form can be downloaded from the website <https://nmmc.etenders.in> The submission of Bid document will be done on the website <https://nmmc.etenders.in>
2. Tender form Cost & Earnest money should be paid by way of Debit/Credit Card or net banking online payment through payment gateway of e-tendering portal <https://nmmc.etenders.in>
3. The NMMT reserve the right to add/amend/modify/any of the terms & condition of the tender document any time without any notice. The decision of the Corporation in this regard will be final.
4. Bid Validity period – 180 days.

5. Performance Bank Guarantee – 3% of the total value of 15 years concession fee. PBG shall submitted within 15 days from the date of acceptance of offer.
6. Period for signing the concession Agreement – 15 working days from acceptance letter.
7. This Request for Proposal Package is issued for those who are interested in bidding for the Project individually for undertaking Construction, Operation & Maintenance of 79 New Bus Shelters on Build – Operate –Transfer (BOT) basis.
8. The Private Sector Party (PSP) would be required to develop the Bus Shelters by undertaking construction, Repair, operation & maintenance of the Bus Shelters and other facilities during the concession period and transfer to NMMT thereafter. The Concessionaire would be permitted to earn revenue from advertisement and will have to pay Concession Fee as per his financial offer accepted by NMMT.
9. All data provided as a part of the RFP Document Package is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.
10. The proposal documents duly completed and must be submitted online on website <https://nmmc.etenders.in>

Transport Manager  
Navi Mumbai Municipal Transport

## **A-2 PROJECT DETAIL**

### **2.1 IMPLEMENTATION STRATEGY**

NMMT intends to develop the project on “Build, Operate and Transfer”(BOT) basis by inviting Private Sector Party (Concessionaire) to finance, construct, Repair and improvement operate and maintain the Bus Shelters during the specified Concession Period. NMMT will enter into a Concession Agreement with the Concessionaire for 15 years (Fifteen years only) for construction, Repair and improvement, operation and maintenance of the Bus Shelters. During the period the Concessionaire shall carry out the services as per the Technical Specifications, Performance Standards and Guidelines given as part of the Concession Agreement.

The Bus Shelters shall be transferred to NMMT at the end of the Concession Period in sound condition as per Concession Agreement. The construction period for the project will not be more than 12 months, and within which the Concessionaire will complete the work of Bus Shelter as per the requirements, Technical Specifications and Standards.

The Concessionaire would be given the right to collect the revenues from advertisement during the concession period as per the Concession Agreement. The Concessionaire shall pay NMMT a Concession Fee as provided in the Concession Agreement.

The title, interest, ownership and rights with regard to Bus Shelters & other project activity constructed by the Concessionaire for NMMT along with fixtures/fittings provided therein shall vest with the NMMT except that these will be operated and maintained by the Concessionaire as agreed in this Agreement.

### **2.2 SCOPE OF WORK**

1. Concessioner should complete following work during construction period:
  - 1) Construction of 79 Stainless Steel Bus Shelter for NMMT on BOT Basis & Maintenance for 15 years.
  - 2) Provide provision of PIS LED board at all shelters.
  - 3) Provide electricity supply at all 79 bus shelters.
2. Construction of Bus Shelters as per the design given / approved by NMMT. The maximum time period for completing the construction is 12 Months which is exclusive of the Concession period.
3. Operation and Maintenance of Bus Shelters with own cost during Concession period as specified in the Concession Agreement.
4. The essential services to be provided by the Concessionaire as under.
  - All the expenses incurred in execution of agreement including stamp duty shall be borne by the licensee.
  - Sample Drawing & design of the Bus Shelter have to submit bidder with technical documents. NMMT will have the right for modifications and alteration in the specification and drawing. Bidder may submit his own innovative designs of modern and commuter friendly Bus shelter. However, NMMT will have rights

to approve submitted drawing with modifications/alterations. NMMT also will have to give new design and drawing of bus shelter.

- Further Bus shelters SS Grade 304 with Nickel content more than 8% to be used for the Bus Shelter Structure. The SS pipe used for support & other SS material should be proper gauge.
- ACP/ Acrylic Sheet 4mm to be used for roofing.
- Heat redundant material to be used for seating arrangement.
- Put up sufficiently numbers of lights at the Bus Shelter and ensure that premises are sufficiently lit up drained there are no dark spot.
- Provide electronic meter connections for PIS Display which will be installed by NMMT. The Concessioner will have to pay electricity bills regularly during contract period.
- Provide Litter Bin (two numbers) as per specifications/standards given by NMMT & maintain it during the project period.
- Provide no parking and other sign board on both sides of Bus Shelters and to maintain it during the project period.
- Display route list at Bus Stop Shelters on acrylic sheet.
- The advertisement put on the advertising devices shall exclude advertisement of liquor (wine), obscene or otherwise objectionable advertisement. The NMMT reserve the right to disallow any such advertisements which are prohibitive at public places or even otherwise. Decision of NMMT shall be final & binding.
- The licensee shall not display / exhibit / play card / poster / statue or other article in any part of the premises that are repugnant to the general standards of the morality.
- The licensee shall maintain the structure of bus shelters in good condition & NMMT officers / officials shall inspect the site & if it is not found satisfactory a suitable penalty may be imposed.
- The licensee shall allow unhindered access at all the times to the users. The NMMT finding anything adverse to the above may evoke the license and forfeit the security deposit.
- All the advertisement can have back or front lit as required by the licensee. The licensee herewith indemnifies the NMMT in respect of the accidents involving public arising out of use of electricity.
- Licensee shall be responsible for the payment of electricity charges to concern department or any other authority for the electricity connection at all the sites/ location.
- The licensee herewith undertake to obey and follows in letter and spirit the rules / directions framed and issued by the any court of the land or any administrative agency in respect of size, language, table & graphics of the advertisement to be displayed.
- The Transport Manager, NMMT reserve the right to make such additions & alternations or modifications in the terms & conditions as may be considered just & expedient.
- In the event of any dispute arising with regard to the terms & conditions of the agreement, the same shall be subject to the judicature of District Court at Navi Mumbai or the High Court of judicature at Mumbai.
- The licensee shall be bound by the rules & regulations framed by Maharashtra State Government and Navi Mumbai Municipal Corporation which are presently enforced or to be framed hereinafter from time to time for Bus Shelters.
- Licensee will have to provide bus shelter up to 10% of for display of important slogans / NMMT logo and any other information related public interest as



---

recommended by Central Govt. / Maharashtra Govt. / NMMC/NMMT free of cost (whenever required). If NMMC/NMMT requires display advertise more than 10% reservation quota then at actual rent of bus shelters for the same will be payable to Licensee (Contractor) as per Govt Rates.

- The Municipal Corporation advertisement tax/fees will be calculated on erected bus shelters at actual and will be applicable after construction period completion.
- The Municipal Corporation advertisement tax/fees will be waived off for reserved 10% of bus shelters for publishing of information related to public interest.
- The licensee will maintain the total premises of the AC Shelters along with its surroundings structure & lights etc.
- The cleanness of the premises Shelter shall be maintained by the Licensee.
- Continues janitor services for maintaining hygiene & Cleanliness inside premises.
- A mobile service van should be provided through the concession period by the Concessionaire for attending to electric & cleanness related complaints.
- The advertisement panel to be kept clean from dust stains etc. at all the times. It is to be ensured that posters etc. are not posted on any of the panel.
- ALL structural members, electrical fittings & advertisement panels are to be inspected & maintained in good condition.
- During the contract period, the broken or damaged parts of the premises are to be replaced within two (02) day of such event. For this purpose, it is advised that the concessionaire maintains a minimum inventory of similar material at his store.
- Security of all assets to be ensured by the concessionaire all the time thereby deploying staff if required.
- The license fee for advertisement or all other taxes such as GST etc. liable shall be borne by the licensee/ Concessionaire.
- The advertisement shall be put only after the payment of necessary fees of NMMT & after the prior permission from NMMT & the copy of the same shall be displayed at suitable location on the advertisement as well as to be submitted in the office of NMMT.
- Support NMMT in Grievance Redressal related with respected to Bus Shelters.
- Removing of all illegal advertisements in form of stickers, flex, banners within two days and lodging of FIR are the responsibility of the Concessionaire.
- The advertisements on panels to be changed during off peak periods preferably during nights.
- Charges for electricity to be borne by the concessionaire. Electric connection can be taken from concerned department/ authority at the cost of licensee.

- All Taxes including fee, GST, etc. born by Concessioner.
  - Before construction of Bus shelter the NOC / Permission of NMMC shall be taken for each Bus Shelter. And required fees for the same shall be paid to NMMC.
  - The minimum material specifications for new Bus shelter shall be as under:
    - a) **Combination of Stainless Steel (304 Grade), Aluminum and MS to be used for Structure of Bus Shelters (maximum use Stainless Steel) as required for design & strengthening.**
    - b) SS Grade 304 with 8% nickel content (certificate to be submitted) to be used for the Railings.
    - c) Acrylic Sheet of appropriate thickness to be used for Bus Shelters roof
    - d) Heat redundant material to be used for the seating arrangement.
    - e) Modification in the Design is permitted with the prior approval of NMMT as per the site condition. Further the Licensee can submit his own innovative design & the same can be used with prior appointed of NMMT .
    - f) Size of Bus Shelters can be varied depending upon the space available at locations. g) Advertising space Minimum 96 Sq. ft. to maximum of 210 sq. ft can be permitted for each location. Size will be depend actual space/area available at that specific location. However there will be no reduction in the license fee, if the advertising area available is less than 210 sq.ft.
    - h) Flooring is as per adjoin of footpath/walkway or in case of no footpath /walkway, the flooring should be as per the direction of Officer in charge. If there is required size can be reduced at the option of NMMT.
5. Collect revenues during concession period through advertisements and pay Concession Fee as indicated in their financial proposal and accepted by the NMMT, as provided in the Concession Agreement.
  6. Transfer of Bus Shelters to NMMT in sound condition at the end of Concession Period.
  7. (a) Concession period shall be for Ten Years from the date of completion of construction of Bus Shelter.
    - (b) Signing of contract agreement within 15 days from the acceptance letter.
  8. **Advertising Rights:**  
 Concessioner will have rights to advertise display at all locations during contract period. If, Concessioner displayed advertising with lit then, should have to pay 25% Concession fess extra at actual.

**9. Penalty :-**

Basis of Penalty	Penalty benchmark	Unit Rate for each occurrence
Construction, Repair & improvement out of project not completed in the stipulated period after giving letter from NMMT	Each incident	Rs.1000/- per day per shelter. (In case of location is not given/provided by NMMT, delay penalty will not considered.)
If advertise is painted/stuck beyond specified area	Each incident	Penalty of one month rent per respective shelter and Within two days it will be removed by the agency.
If Agency shall display any advertisement which is not permissible for the scope of work	Each incident	Rs. 1000/- per day per respective shelter and within two days Agency shall remove it.
Defacing of advertisement	Each incident	1) After detecting, The advertisement Agency fails to maintain the color scheme then penalty is Rs.1000/- per day per respective shelter. 2) After the end of license period the Agency shall remove advertisement within seven days. If fails, Rs.3000/- penalty per shelter per day will be applicable and same shall be recovered from security deposit.
Repairing & Maintenance of Bus Shelters	Each incident	If not attended & Completed within two days after intimation a) Rs. 1000/- per day for repairing/ Maintenance
Delay in payment of concession fee	Each incident	Interest @ 15% on value of due payment

**9. Penalty Shall not be levied on bidder in the following cases**

- The non-compliance to the concession agreement has been solely due to reasons beyond the control of the successful bidder.
- There is a Force Majeure event affecting the concession agreement which is beyond the control of the successful bidder.

**A-3 PROJECT FROM WORK AND TENTATIVE LOCATION OF 79 Bus shelters**

Please find attached the list of locations of the Bus shelters at Annexure-A.

Note- The list is indicative only and is subject to correction for any factual or other errors. Further, locations may be changed for reasons beyond the control of NMMT. The Bidders must themselves verify sites and other details as needed for bidding.

**A-4 BIDDER'S RESPONSIBILITY BEFORE BID/PROPOSAL SUBMISSION**

4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and participation in the selection process. NMMT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document. Incomplete bids are liable for rejection.
- 4.3 **Site visit, traffic & other studies and field investigations, if any:** The Bidders shall visit and examine the sites and obtain for themselves, at their own responsibility and cost, all the information and data that may be necessary for submission of offer and entering into Concession Agreement for construction of the Bus Shelters, and subsequent operation and maintenance of the same. The Bus Shelter related information, which has been provided in this RFP document, is intended only to guide the bidders in preparing their Proposal. NMMT shall not stand guarantee for and shall not be held responsible for the veracity of details which have been made available in this document.
- 4.4 Costs associated with Visits and Field Investigations, shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit sites.
- 4.5 **Familiarity with Clearances:** The Bidder should be familiar with the clearances required from various Authorities to commence / undertake this Project. A Bidder shall be deemed to have carried out all relevant and necessary checks with relevant Authorities.
- 4.6 The Bidders are advised to inspect and examine each site and its surroundings and satisfy themselves in all respect before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any lack of understanding or otherwise shall be allowed.
- 4.7 It would be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the RFP document
  - Obtained all relevant information about the project.
  - Familiarized himself with the applicable laws and permissions/clearances required as well as relevant orders of Govt. of India / Govt. of Maharashtra as well as the Hon'ble Supreme Court of India and Hon'ble High Court in respect of display of advertisements.
  - Carried out due diligence as required to take up the Project.
  - As & when required bidder should available 10% space for advertisement for NMMT/NMMC for social cause.

#### **A -5 COST OF DOCUMENT**

- 5.1 The RFP document Package is priced at Rs. 29,500/- (including GST) payable in online manner through the payment gateway.
- 5.2 The Earnest Money for the tender shall be Rs. 15,00,000/- (Fifteen Lakh).

#### **A-6 CLARIFICATIONS TO RFP DOCUMENTS**

- 6.1 The prospective Bidding Firm requiring any clarification of the RFP documents may communicate to the NMMT.

---

The Queries should also be sent by e-mail only to [nmmtmail@gmail.com](mailto:nmmtmail@gmail.com). on or before date of pre-bid meeting.

6.2 NMMT reserves the right to respond to only those clarifications/questions of Bidders which NMMT, in their sole discretion considers to be relevant and necessary. Nothing in this section shall be taken or read as compelling or requiring NMMT to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that NMMT has not responded to any question or provided any clarification.

#### **A –7 PRE-BID MEETING**

7.1 A pre-bid meeting shall be held for providing clarifications and replies to the queries of bidders.

7.2 The pre-bid meeting shall be held on 06/12/2022 at 14.00 PM in the office of NMMT at 8<sup>th</sup> floor, Belapur Bhavan, C.B.D. Belapur. In case of any modification in the venue the same shall be intimated to the bidder and shall be uploaded on the website.

7.3 Clarifications, if any, including the questions raised and the responses given, would be displayed on the website <https://nmmc.etenders.in> Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting or otherwise, shall be through the issue of an addendum.

7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications as also modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

#### **A–8 BID SECURITY/EARNEST MONEY**

BID submitted in response to the Request for Proposal Document Package shall be accompanied by a EMD of Rs. 15,00,000/- (Fifteen Lakh) deposited in NMMT Bank account as said above.

#### **A-9 VALIDITY OF BID AND EMD**

9.1 Bid shall remain valid for a period of 180 days from the Proposal Submission Due Date. NMMT reserves the right to reject any Bid, which does not meet this requirement.

9.2 The EMD shall be valid for 180 days from the proposal submission due date.

9.3 Any Bid not accompanied with an acceptable EMD is liable for rejection.

9.4 The EMD of the unsuccessful Bidders would be returned after the acceptance of the letter of award by the successful bidder.

9.5 The EMD of the successful Bidder will be discharged when the successful Bidder has signed the Concession Agreement and furnished the Performance Security for implementation.

9.5 The EMD is liable to be forfeited under the following conditions:

a. If the Bidder withdraws the Proposal during the period of Bid validity.

- b. In the case of a successful Bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the stipulated time.

#### **A-10 CLARIFICATION FROM BIDDERS**

To assist in the evaluation of Bid submitted by bidders, NMMT may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing.

#### **A-11 LANGUAGE**

The Bid submission and all related documents should be in English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied with appropriate translations in the English language. Any document, which is not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

#### **A-12 PROPOSAL DOCUMENTATION**

- 12.1 The Proposal should have no overwriting and corrections. All corrections are to be carried out by crossing and rewriting by the Bidders themselves and all such corrections must be initialed by the person signing the Proposal.
- 12.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

#### **A-13 NMMT RIGHT TO ACCEPT AND REJECT PROPOSAL**

Notwithstanding anything contained in the RFP document, NMMT reserves the right to accept or reject any proposal, at any time without assigning any reason. Further NMMT also reserves the right to cancel the tender process at any time or stage without assigning any reason.

#### **A- 14 BID/PROPOSAL SUBMISSION DUE DATE**

- 14.1 Bid/Proposal shall be submitted up to specified in tender notice & website <https://nmmc.etenders.in>
- 14.2 NMMT may, at its discretion, extend the Bid/Proposal Submission Due Date.

#### **A-15 SUBMISSION OF BID**

Submission of Bids or any part thereof, by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its RFQ is delivered online within the stated deadline.

#### **A-16 LATE BIDS**

BIDS received after the BID Submission Due Date and Time shall not be accepted.

#### **A-17 OPENING OF BIDS**

The BIDS as received by due date and time shall be opened by the NMMT in the office of Transport Manager, at 4:00 PM (if possible) on Bids submission due date in the presence of bidders who choose to be present.:

- i) Technical Proposal
  - ii) Financial Proposal
  - iii) Original tender document with amendments issued, duly signed
  - iv) Online Payment receipt of the documents downloaded from web site.
1. The EMD Document will be opened first and will be checked for requisite value, validity period and format. Thereafter the Qualification Proposals shall be opened and processed further.
  2. If the documents do not contain EMD, or not of required value/validity or in unacceptable form, the offers submitted are liable for rejection.
  3. The Technical and Financial proposals shall not be opened on that day and shall be kept separately in the safe custody of NMMT to be opened and evaluated later on as per the procedure detailed herein.

#### **A-18 CONFIDENTIALITY**

NMMT will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NMMT will not divulge any such information unless it is ordered to do so by any Authority that has the power under law to require its disclosure.

#### **A-19 EVALUATION AND COMPARISON OF PROPOSALS**

NMMT will evaluate and compare the proposal determined to be responsive in accordance with the procedure detailed below. In case of consortium offers, all consortium partners turn over, experience and related other documents will be considered.

##### **19.1 RFQ Evaluation**

NMMT will evaluate the pre-qualification proposals (RFQ) of the various bidders as per the pre- defined eligibility criteria. Technical offer of only those bidders will be opened who fulfill the pre-qualification requirements. Evaluation of the qualification proposals will be on Pass/ Fail basis.

**19.2 Technical Evaluation**

Technical proposals of only those firms, who have been pre-qualified, shall be opened for further evaluation.

**19.3 Financial Evaluation**

The financial offer shall be evaluated on the basis of total concession fees offered by the Bidders in price bid. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be reject.

**A-20 SELECTION AND NOTIFICATION**

The highest financial offered bidder would be selected as successful bidder and may be call for negotiation. Further the same will be intimated through notice of Award. The bidder with highest financial offer among the bidder will be selected as successful bidder.

**A-21 AWARD OF CONTRACT**

22.1 Upon issuance of the “Notice of Award” the selected/preferred bidder shall have to communicate the acceptance of the contract through a” Letter of Acceptance” within 10 (ten) days of issue of the Notice of Award and sign the Concession Agreement within 15 days of issue of “Notice of Award”.

22.2 If the Concession Agreement is not signed by the selected bidder within 15 days of issuance of the “Notice of Award”, then NMMT reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.

The successful bidder would have to furnish Performance Bank Guarantee of value to 3% of the total offer value of Ten years (15 Years) of assignment for implementation as specified in the Schedule of Agreement, before signing of the Concession Agreement and till that time, the EMD of the successful Bidder would remain effective and in possession of NMMT.

**A-22 EXTENSION OF VALIDITY OF BID**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, NMMT may request the pre-qualified Bidders in writing to extend the Bid Validity Period (and also the bid security validity) for a specified additional period.

**PART B****REQUEST FOR QUALIFICATION (RFQ)**

B – 1 Eligibility Criteria

B – 2 Disqualification

B – 3 Qualification for next stage

B – 4 Contents of RFQ

B – 5 Signing and Submission of RFQ

B – 6 Opening, Evaluation & Further Process



## **B – 1 ELIGIBILITY CRITERIA**

### **1.1 GENERAL CRITERIA**

This invitation to furnish RFQ is open to all National or International firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the Project either individually or as a consortium / joint venture of such firms. For consortium maximum two bidders/partners will be eligible.

- A. A company or private firm is eligible.
- B. The Bidder must be registered as per the relevant act in India.
- C. The Bidder should have GST Registration.
- E. The Bidder must not have been blacklisted / terminated by any of its client. The Bidder should have to submit self-certificate of the same.

### **1.2 PRE-QUALIFICATION CRITERIA**

Qualification criteria for the Bidder as detailed below are based on a combination of the financial capability, technical expertise and similar project experience.

#### **(a). Work Experience**

The bidder or consortium partner must have work experience of at least 3 years in field of advertisement. The experience should have handling city/outdoor advertising. The experience of state level or cities having population more than one million shall be considered. To demonstrate experience bidder should submit work completion certificate or agreement or work order.

#### **(b). Annual Turnover**

Average annual turnover during last each three financial years (i.e. 2019-20, 20-21 & 21-22) shall be Rs. 12.00 Crore minimum. Total turnover of consortium partners will be consider for the qualification criteria.

#### **(c). Net worth**

The bidder shall have present net worth (on the last day of the previous financial year) of Rs. 3.00 Crore (The net worth as indicated in audited annual accounts/ CA certified certificate only shall be considered) and it was certified by statutory chartered accountant. Total turnover of consortium partners will be consider for the qualification criteria.

#### **(d) Responsibility**

The consortium agreement should indicate precisely the responsibility of the member of consortium in respect of planning, design, financing, operation, key personal and work execution etc.

- (e) Consortium members are “jointly and severally responsible and liable” in a contract. For prequalification, the Consortium partners should fulfill the criteria specified in this document.

## **B-2 DISQUALIFICATION**

- 2.1 Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
  - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
  - c) Failed to provide clarifications related thereto
  - d) Where such firm or any member of such consortium has already submitted the RFQ or is a member of consortium which has already submitted the RFQ.
  - e) Is black listed / barred by GOI/State Govt. agency /PUC as on date of submission of the bids.
- 2.2 If any such information which would have entitled NMMT to reject or disqualify the bidder becomes known after the bidder has been qualified, NMMT reserves the right to cancel the qualification of the Bidder at any later stage.

### **B-3 QUALIFICATION FOR NEXT STAGE**

- 3.1 Based on the information submitted in RFQ, NMMT will carry out an evaluation of the qualifications of the Bidder and will subsequently notify in writing those Bidder who qualify to participate in the next stage of the process.

### **B-4 CONTENTS OF RFQ**

4.1 The Request for Qualification submitted by the Bidder shall contain the following sections:

- (a) Letter of Application (appendix 1)
  - (b) General and Organizational Information (appendix 2)
  - (c) Financial Information (appendix 3)
  - (d) Experience Record (Appendix 4)
  - (e) Company Incorporation Certificate/firm registration, GST registration, Pan card, etc.
  - (f) Check List (Appendix 6)
- 4.2 The RFQ shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria.
- 4.3 The documentary evidence of the Bidder's qualifications to implement the Project, shall establish to the NMMT's satisfaction that the Bidder has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other required criteria. The documentary evidence shall include another material required to be compiled and submitted by Applicants in accordance with these instructions. This shall include but not be limited to the following:
- 1. Audited financial statements certified by Chartered Accountant for last three years up to end of last financial year (Balance Sheets, Profit and Loss Account and cash flow statements and Annual Reports) as required to conform to the RFQ requirements;
  - 2. Summary statement of turnover for past three financial years, and present net worth certified by a Chartered Accountant.

3. Certified Copies of original documents in support of legal constitution of the firm and place of business;
4. Experience in qualifying projects (as given in the Bid Document) with details of projects completed as well as under way and contractually committed along with clients details and certificates.
5. A Power of Attorney, authorizing the signatory of the RFQ to submit the Bid.

#### **B-5 SIGNING AND SUBMISSION OF RFQ**

- 5.1 RFQ shall be prepared in two copies. The original and copy of the RFQ shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the RFQ shall initial all pages of the RFQ, except for unlamented printed literature.
- 5.2 Any interlineations, erasures or cutting shall only be valid if the person or persons signing the RFQ initial them.

#### **B-6 EVALUATION AND FURTHER PROCESS**

- 6.1 Based on the RFQ submitted by the bidders, NMMT will carry out an evaluation of the qualifications of such Bidders. If at any time during the evaluation process, NMMT requires any clarification in order to carry out the evaluation, it reserves the right to request for information from any Bidder, and the Bidder concerned will be obliged to respond to any request for such information and to supply the same to NMMT with in such reasonable time frame as required.
- 6.2 Any unsolicited information after submission of RFQ shall not be entertained.
- 6.3 NMMT will evaluate whether Bidders who have submitted responsive RFQ are qualified for further evaluation of Techno commercial and Financial Proposal for satisfactorily implementation of the Project.
- 6.4 This document and the appendices constitute no form of commitment on the part of NMMT, whether in respect of the selection or otherwise. Furthermore, this RFQ document confers neither the right nor expectation on any party to participate in the selection process. NMMT reserves the right to reject any or all RFQ proposals, if it considers necessary to do so, and/or to withdraw/ modify the Selection Process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.

## REQUEST FOR QUALIFICATION

### Appendix 1

Letter of Application

(Letterhead of the Bid including full postal address, telephone, fax, email addresses)

Date:.....

To,

The Transport Manager,  
Navi Mumbai Municipal Transport,  
C.B.D. Belapur

Sir,

1. Being duly authorized to represent and act on behalf of.....(hereinafter “the Bidder”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving “Construction, Repair and improvement, Operation and Maintenance of Bus Shelters for NMMT on BOT basis” with advertisement rights for 15 Years.
2. Attached to this letter are certified copies of original documents defining:
  - a) The applicant’s legal status
  - b) The principal place of business; and
  - c) The place of incorporation (for bidders which are corporations); or the place of registration (or GST or Income Tax registration) and the nationality of the owners (Forbidders who are partnerships or individually –owned firms).
  - d) All documents as specified in RFQ and RFP
3. NMMT and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.
4. This application is made in the full understanding that:

- a) Our bid will be subject to verification, by NMMT, of all information submitted for qualification at the time of bidding;
  - b) NMMT reserves the right to:
    - Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and
    - Reject or accept any application, cancel the qualification/Bid process, and reject all applications; and
  - c) NMMT shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
5. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:
- a) Signed so as to legally bind all partners jointly and severally; and
  - b) Submitted the details of providing the joint and several liability of all partners in the event contract is awarded to us.
7. We confirm that we agree with the terms and conditions provided in RFP/RFQ and the Concession agreement. The RFQ and RFP submitted by us shall be valid for the period of 180days from the last date of submission.
8. The EMD of Rs. 10,00,000 is paid through online payment Gateway.
9. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

Signed \_\_\_\_\_ Name

For and on behalf of (name of Bidder)

## REQUEST FOR QUALIFICATION

### Appendix 2

#### General & Organizational Information

1. Firm Particulars

a. Name of Firm

b Head office address:

c Contact Person:

Telephone:

d. Fax / E-mail:

e. Place for incorporation/registration & Year of incorporation/registration:

2. A Power of Attorney authorizing the signatory of the bid to commit the Bidder(s).

3. Applicants shall submit the following information: I.

I. Legal Status

II. Place of registration

III. Principal business and place for business

4 A certified copy of Applicant's Current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.

5 Attach Brochure and details of each Firm(s) pertaining to Ownership structure, business areas /activities, business growth revenue details, Experience details, staff details with their experience and capability statement.

## REQUEST FOR QUALIFICATION

### Appendix 3

#### **Financial Information**

1. Annual Turnover (in Indian Rs.): For the last three financial years duly certified by the Statutory Auditors/Chartered accountant of the Company (F.Y.2018-2019, 2019-2020 & 2020-2021)
2. The bidder shall have total present net worth (on the last day of the previous financial year) duly certified by the Statutory Auditors/ Chartered accountant of the Company (The net worth as indicated in audited annual accounts only shall be considered).
3. Audited financial reports for the last three years: balance sheets, profit and loss statements, summary of net cash accruals, gearing level, auditor's reports, etc. List them and attach certified copies.
4. Copies of PAN Card, GST Registration certificate, etc.

---

**REQUEST FOR QUALIFICATION****Appendix 4**Experience Record

Bidders should provide information on projects as specified in eligibility criteria in Tender Document in last three years (Separate Sheets for each project to be attached giving following details). A summary is also to be provided in following format.

A. Total No. of eligible project works performed & its value in the last three financial years.

S. No	Year	Name of work	Name of client	Value of contract	Start date	Completed date
1	2018-2019					
2	2019-2020					
3	2020-2021					
4	2021-2022					



## **PART C**

### **REQUEST FOR PROPOSAL (RFP)**

#### **C-1 APPRAISAL OF THE DESIGN**

##### **1.1 Design Description**

##### **1.2 Planning**

##### **1.3 Scope of Work**

##### **1.4 Services to be Provided**

#### **C-2 PROJECT COST**

#### **C-3 REVENUE GENERATION SOURCES**

#### **C-4 DETAILS TO ACCOMPANY RFP**

##### **4.1 Technical Proposal**

##### **4.2 Financial Proposal**

#### **C-1 APPRAISAL OF THE DESIGN**

##### **1.1 Design Description**

*The conceptual design has been made the part of the tender documents. Minimum size of Bus Shelter is 9.30 m x 2.20 m and maximum size is 9.30 m x 3.00 m depending upon the availability of space.*

The detailed specifications have also been made the part of the tender documents as Schedule G of the Draft Concession Agreement. The advertisement area is also indicated on the drawings and in Draft Concession Agreement.

Alternative innovative design with any modern facility & new Technology can be permitted. The bidder can submit his own design at the time of presentation for the approval of NMMT.

In addition, Solar Panels and Batteries for lighting in Bus Shelter. and for the advertisements is preferred option. Facilities for disabled/handicapped persons are mandatory. Digital clock of superior quality shall be installed and the Concessionaire shall be responsible for display of correct time. Photo-luminous paint meeting the relevant BIS specifications as applicable to road traffic signs will be used on the Bus Shelter Name plate on the front facial (below the advertisement board) for better visibility at night. To facilitate access to all commuters a ramp if required as per standard be provided from the road level to the Bus Shelter. on at least one side which forms part of the Bus Shelter.

##### **1.2 Planning**

The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans approved by the NMMT. However, in areas where deviations are necessitated due to space or location constraints, the NMMT may consider permitting such variations. The requisite

services as may be essential from the users' points of view would be provided by the Concessionaire.

### 1.3 Scope of Works

The project scope would include the following major activities:

Construction Work For new Bus Shelters. This includes the following.

- (a) Design of Bus Shelter meeting the requirement and specifications.
- (b) Construction of modern user friendly and environment friendly Bus Shelters as per the design/drawings and specifications approved by NMMT. Non-completion of Bus Shelter within stipulated time period shall invite penalty as detailed in concession agreement.
- (2) Operational Management: This includes Bus Shelters operations i.e. regular cleaning of the shelter and its surrounding areas, functioning of user amenities, display and updating of route name list and commuter information, availability of basic infrastructure requirements such as electricity, waste removal, etc. and any other essential task/activities would form part of operations.
- (3) Maintenance Works: It will include routine and periodic maintenance works in the Bus Shelters but shall not be limited to the following:
  - (a) Civil, electrical and mechanical works for the Bus Shelters and other project facilities.
  - (b) Furniture and Equipment maintenance and servicing

3.1 The contractor has to operate and maintain the Bus Shelter.

- (4) **Transfer of Bus Shelter** : On completion of concession period or prior termination of the contract, all the Bus Shelter shall be transferred to NMMT as provided in the Concession agreement. The bidder shall be solely responsible for employing adequate staff to perform the obligations as provided in concession agreement. The successful bidder shall be solely responsible for complying with all the applicable laws as well as for paying the salaries, wages, dues, PF& ESI etc. of such employees. No such employee shall be deemed to be employee of NMMT for any purpose whatsoever.

#### (5) Detail scope of work & standard /specification :

- All the expenses incurred in execution of agreement including stamp duty shall be borne by the licensee.
- Sample Drawing & design of the Bus Shelter attached with the documents. NMMT will have the right for modifications.
- Other details as per mentioned in this tender clause No.A-2.2 (Please go through).

### 1.4 Services to Be Provided

- i. Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting of the Bus Shelter. However the concessionaire shall be solely responsible for

arranging and providing the same and bear all costs for connection as well as regular payment of necessary charges. Concessionaire shall provide solar lighting at Bus Shelter at same suitable location.

- ii. Safety & Security: The safety and security of the Bus Shelter and litter bins rests with the Concessionaire.
- iii. Any other work as needed and agreed upon jointly by NMMT and the concessionaire.

**C-2 PROJECT COST**

The project cost would include the cost of construction comprising civil, electrical and other costs and the recurring annual cost associated with operation and maintenance of the Bus Shelter including all other accessories over the concession period. The concessionaire shall also pay required taxes such as service tax, advertising tax, entertainment tax, all local taxes & license fees of Municipal Corporation.etc

**C-3 REVENUE GENERATION SOURCES**

Advertisement is the only source of revenue from Bus Shelters and. Bidder is expected to make his own estimates of revenue before submitting their Proposals. No Claim shall be entertained in this regard at any stage.

**C-4 DETAILS TO ACCOMPANY RFP**

**4.1 Technical Proposal**

The Bidder shall submit the following along with the Proposal with sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

**4.1.1 Organizational Structure during Construction, Operation and maintenance period**

The Bidder shall submit their proposed organizational structure during Construction, operation and maintenance stages commensurate with targeted Project Completion Schedule and O & M manual which will form the basis of Employment Schedule. The Bidder shall also enclose CV’s of the key persons including tasks assigned to them.

**4.1.2 Construction Schedule**

This shall consist of a detailed program of construction with supporting calculations, deployment of man and machine showing bar chart in sufficient details, beginning and completion of various sections of Work and the date and order in which the Bidder Proposes to carry out different parts of the Works. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Concession. The schedule shall, as a minimum, show the following details.

- a. The total construction period for new shelters shall of is Twelve (12) months.

- b. Schedule of all major activities including procurement, material testing, construction activities etc.

#### 4.1.3 Operation Schedule

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the Bus Shelter including housekeeping, security/ watch ward, lease agreement monitoring will form part of this schedule

#### 4.1.4 Maintenance Schedule

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

#### 4.1.5 Employment Schedule

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labor of various categories) commensurate with the Construction Schedule and the Operation and Maintenance schedule.

#### 4.1.6 Patent Right

Bidder shall have no rights what so ever regarding patent etc. of the design and nothing shall be claimed from NMMT in this regard.

#### 4.2 Financial Proposal:

1. Base Rate New Bus Shelter on BOT Basis – Rs 6,458/- (without lit) for the 1st year with lit up type of advertising display. For advertising display with lit over and above 25% extra will be charged at actual.
2. Construction Period Fee: Bidder should quote fees for construction period of 12 months in lump sum or monthly installments amount & should be minimum total 25 Lacs.
2. Every bidder is required to fulfill the Financial Bid: concession fee (table -1). In this table, the bidder will have to quote the value of X, which will be an incremental compounded interest rate of 5 percent each year upto five years, for 6th to 10th years 10 percent & for 11th to 15th year it will be 20 percent each year. From 1<sup>st</sup> year onwards, the bidder will have to pay the concession fee as detailed in table 1 & 2.
3. Any bidder not fulfilling Table 1: **Financial Bid: (Concession Fee)**, will not be considered eligible.
4. Submission of RFP (Technical and Financial) by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its RFP (Technical and Financial) is submitted online on e-tendering website ([ww.nmmc.maharashtra.etenders.in](http://www.nmmc.maharashtra.etenders.in))

**Note:- Period of contract starts from the date of signing of contract agreement i.e. within 15 working days of issue of letter of award/allotment.**

**FINANCIAL OFFER/BID  
(Proforma)**

**Table – 1 Price schedule (Concession fee offer) (All amount in Rupees)**

**A: Construction of 79 Bus Shelters on BOT basis:**

Sr. No.	Item	Period	Bus Shelter Quantity
1	Construction of 79 Bus Shelters, Concession fees to be offered for fifteen year. (The concession fee to be Quoted from first year. After 1 <sup>st</sup> year concession fee should be increase at an incremental compounded minimum of 5 percent each year for first five year, from sixth to ten years 10 percent & for 11th to 15th year it will be 20 percent every year).	15 Years	79 Nos

Year	Advertising display Rights (without lit)	
	Concession fees Rs. Monthly/ Shelter	Annual Amount for 79 Bus Shelters
1st Year		
2nd Year		
3 <sup>rd</sup> Year		
4 <sup>th</sup> Year		
5 <sup>th</sup> Year		
6 <sup>th</sup> Year		
7 <sup>th</sup> Year		
8 <sup>th</sup> Year		
9 <sup>th</sup> Year		
10 <sup>th</sup> Year		
11th Year		
12th Year		
13th Year		
14th Year		
15th Year		
<b>Total</b>		

(Total Amount for 15 years In words .....)

**Note:** Bus shelter advertising display with lit up will be 25% extra on above rate at actual.

**B : Concession Fees Offer during construction period:**

Item	Lump sum Amount	Monthly Installments (for 12 Months)
<b>Concession fees during construction period of 12 months</b>	To be coated by the Bidder for 12 month	To be coated by the Bidder

(In Words.....)

Note :

1. The total sum mentioned by Bidder as above will be taken ahead for calculation.
2. The financial quote should be in Indian Rupees only.
3. Rate mentioned above should be exclusive of GST & all other applicable taxes.
4. In case of mismatch in words and figures, highest quote of the two will be taken in consideration.

Sign and Seal :

Name :

**PART D**

**CONCESSION AGREEMENT**

TABLE OF CONTENTS ARTICLE CONTENTS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.2 Principle of Interpretation

1.3 The contract Agreement comprises of the following

2 CONCESSIONS AND PROJECT SITE

2.1 Grant of Concession

2.2 Concession Period

2.3 Acceptance of the Concession

2.4 Project Site

2.5 Use of Project Site

2.6 Information about the Project Site

2.7 Peaceful Possession

2.8 Rights and Title over the Project Site

**3 PERFORMANCE SECURITY**

3.1 Performance Security

3.2 Fresh Performance Security

**4 REVENUE**

4.1 Collection & Appropriation of Revenue from Advertisement

4.2 Compliance with Applicable laws

**5 OBLIGATIONS AND UNDERTAKINGS**

5.1 General Obligations of the Concessionaire

5.2 Obligations of NMMT

## 6 PROJECT OFFICERS / NMMT OFFICER

## 7 STEERING GROUP

### 7.1 Constitution

### 7.2 Functions

## 8 DRAWINGS

### 8.1 Preparation of Drawings

### 8.2 Review and Approval of Drawings

## 9 PROJECT IMPLEMENTATION AND OPERATION

### 9.1 Monitoring and Supervision during Implementation

### 9.2 Project Completion

### 9.3 Tests

### 9.4 Operation and Maintenance

### 9.5 Maintenance Manual

### 9.6 Maintenance Programme

### 9.7 De-commissioning

### 9.8 Rectification of defects

### 9.9 Monitoring and Supervision during Operation

## 10 FINANCING ARRANGEMENT

### 10.1 Financing Arrangement

## 11 Concession Fee

### 11.1 The Concession Fee

## 12. INSURANCES

### 12.1 Insurance during the Implementation Period

### 12.2 Insurance during the Operation Period

### 12.3 Insurance Companies



12.4 Evidence of Insurance Cover

12.5 Application of Insurance Proceeds

12.6 Validity of Insurance Cover

12.7 Insurance to be in Joint Name

13 CHANGE OF SCOPE

13.1 Change of Scope

13.2 Contiguity

14 CAPACITY AUGMENTATIONS

14.1 Capacity Augmentation of the Project

15 FORCE MAJEURE

15.1 Force Majeure Event

15.2 Non-Political Event

15.3 Indirect Political Event

15.4 Political Event

15.5 Effect of Force Majeure Event

15.6 Allocation of costs during subsistence of Force Majeure

15.7 Dispute Resolution

15.8 Liability for other losses, damages etc

15.9 Duty to Report

15.10 Excuse from performance of obligations

16 EVENTS OF DEFAULT AND TERMINATION

16.1 Events of Default

16.2 Termination due to Event of Default

16.3 Rights of NMMT on Termination

17 CHANGE IN LAW

17.1 Change in Law

## 18 HANDOVER AND DEFECTLIABILITY PERIOD

18.1 Handing over of the Project Assets

18.2 Joint Inspection and Removal of Deficiency

18.3 Recovery of Balance Concession Fee

## 19 DISPUTE RESOLUTIONS

19.1 Amicable Resolution

19.2 Arbitration

## 20 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

20.1 Representations and Warranties of the Concessionaire

20.2 Disclaimer

## 21 MISCELLANEOUS

21.1 Assignments and Charges

21.2 Liability and Indemnity

21.3 Governing Law and Jurisdiction

21.4 Waiver

21.5 Survival

21.6 Amendments

21.7 Notices

21.8 Severability

21.9 No Partnership

21.10 Language

21.11 Exclusion of Implied Warranties etc.

21.12 Counterparts

**CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT is entered into on this the ----- day of ----- Month ----  
 -- Year at Navi Mumbai.

BETWEEN

THE Transport Manager, Navi Mumbai Municipal Transport, having its Head Office at 8<sup>th</sup> floor, Belapur Bhavan, Sector - 11, C.B.D. Belapur in his executive capacity (hereinafter referred to as “NMMT” or the “Concessioneing Authority”, which expression shall include its successors and assigns ).

AND

M/s -----, a company incorporated under the Companies Act, 1956, having its registered office at ----- (hereinafter referred to as the" Concessionaire", which expression shall include its permitted successors and assigns).

WHEREAS

**A. NMMT has conceived and is desirous to implement a project envisaging construction/repair improvement, operation and maintenance and transfer of approximately 79 Bus Shelters referred to as “the Project“ with private sector participation on Build, Operate and Transfer (BOT) basis ;**

B. NMMT invited tenders from eligible firms / companies for implementing the Project; In response to the aforesaid invitation for tenders, NMMT received bids from several for implementing the Project.

C. NMMT, after evaluating the aforesaid bids, accepted the bid submitted by the Consortium and issued the Letter dated ----- to the `-----`, which was duly acknowledged by ----  
 -----.

D. In accordance with the said tender of NMMT and bid submitted by NMMT has agreed to grant to the Concessionaire the Concession (as hereinafter defined) for the Concession Period, to construct/repair improvements, operate and maintain the Project and at the end of the Concession Period to transfer the Bus Shelters to NMMT, on the terms, conditions and covenants hereinafter set forth in this Agreement.

E. The Concessionaire, after due diligence, hereby accepts the Concession granted and undertakes to implement the Project in terms of this Concession Agreement .Now therefore in lieu of the mutual promises and considerations set out herein and annexed along with, NMMT and the Concessionaire (each individually a “Party” and collectively “Parties” hereto) hereby agree to be bound by the provisions of this Agreement ,In witness whereof the parties have executed this Agreement as of the date month and year first above written for and on behalf of Navi Mumbai Municipal Transport Undertaking.

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

"Accounting Year" means the financial year (Financial year for the purpose of turnover and net worth is acceptable as per the bidder's financial year. But the financial year for other purposes including execution/implementation/ operation and maintenance of the work pertaining to this tender will be as per the NMMT's financial year

"Agreement " means this Agreement including Schedules 'A' through' hereto, and any amendments thereto made in accordance with the provisions of this Agreement .

"Applicable Laws" means all laws, promulgated or brought into force and effect and all Rules and Regulations made and all Notifications and Guidelines issued there under by the Government of India, Government of Maharashtra, Statutory Authorities and other local bodies including all judgments, decrees, injunctions, writs and orders of any court of record, as may been force and effect during the subsistence of this Agreement.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as enforce from time to time.

"Change in Law" means the occurrence of any of the following after the date of this Agreement :

- a. the enactment of any new Indian law;
- b. the repeal, modification or re-enactment of any existing Indian law:
- c. the commencement of any Indian law which has not entered into effect until the date of this Agreement ;
- d. a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application by a court of record prior to the date of this Agreement ; or
- e. any change in the rates of any of the taxes.

“COD” means the Commercial Operations Date of the Project which shall be the date on which the NMMT has issued the Completion Certificate or the Provisional Certificate upon completion of construction of the Project and which shall, subject to the provisions of this Agreement.

a “Commencement Date” means the date on which the physical possession of the location is delivered by NMMT to the Concessionaire which shall not be later than 4 weeks from the date of this Agreement.

“Concession Fee” is the amount payable by the concessionaire to NMMT for grant of concessions under this Agreement as given in Schedule “C”.

"Concession Period" means the period as applicable specified in Article 2.2.

"Concessionaire" means Successful Bidder shall include its successors and permitted assigns expressly approved by NMMT.

"Construction Works" means all works and tasks / activity necessary to achieve commercial operation of the Project in accordance with this Agreement.

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

"Dispute" shall have the meaning ascribed thereto in Article 19.1.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 19.

"Drawings" means all of the drawings, designs, calculations and documents pertaining to the Project as set forth in Schedule ‘E’ and shall include "as built" drawings of the Project.

“NMMT” means Navi Mumbai Municipal Transport Undertaking.

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project including users thereof or which poses an immediate threat of material damage to any of the Project Assets including situation leading to relocation of Bus Shelters.

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having effect on the security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, and physical encumbrances and encroachments on the Project Site.

"Force Majeure Event" shall have meaning ascribed thereto in Article 15.1.

"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and would mean good officering practices in the design, officering, construction and project management and which would be expected to result in the performance by the Concessionaire of its obligations and in the operation and maintenance of the Project in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

"Government Agency" means the Government of India, the Government of Maharashtra, NMMT, or any State government or government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Assets or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

"Implementation Period" means the period beginning from the date of signing of Agreement and ending on the COD. The Implementation Period shall be the estimated construction period (not exceeding 12 months) including the time required by the Concessionaire for all pre-construction activities such as investigation/study, designing, obtaining necessary approvals etc..

"NMMT" means the NMMT appointed pursuant to Article 6.1. "Indirect Political Event"

shall have the meaning ascribed thereto in Article 15.3. "Maintenance Manual" shall have the meaning ascribed to it in Article 9.5.

"Maintenance Programme" shall have the meaning ascribed to it in Article 9.6.

"Material Adverse Effect" means material adverse effect on (a) the ability of the Concessionaire to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has/ is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure within the Cure Period.

"Minimum Maintenance Requirements" means minimum maintenance requirements for the maintenance of the Project as set forth in Schedule 'G'.

"Non Political Event" shall have the meaning ascribed thereto in Article 15.2.

"O&M" means the operation and maintenance of the Project during Operations Period including but not limited to functions of maintenance, collection and retention of Fees and charges and performance of other services incidental thereto.

"O & M Expenses" mean the expenses incurred by or on behalf of the Concessionaire, duly certified by its Statutory Auditors for all regularly scheduled and reasonably anticipated O&M functions during Operations Period, including, without limitation (a) all cost of salaries and other employee compensation and contract fee payable to theism Contractor, if any, (b) cost of materials, supplies, utilities another services, (c) premium for insurance, (d) all franchise, excise, property, advertisement and all levies by government agencies other taxes and all costs and fees incurred in order to obtain and maintain all Applicable Permits necessary for the O&M of the Project/Project Facility at its full design capacity, (e) all repair, replacement and maintenance costs of the Project/Project Facility, and (f) all other expenditures required to be incurred under Applicable Law or under Applicable Permits necessary for the operation and maintenance of the Project according to the Specifications and Standards at its full design capacity.

"Operations Period" means the period commencing from COD and ending at the expiry of the Concession Period. However Bus Shelters completed and certified provisionally in lots of 20 (as provided in the Agreement) shall be operated and maintained from date of issue of Provisional Certificate.

"Parties" means the parties to this Agreement collectively and "Party "shall mean either of the Parties to this Agreement individually.

"Performance Security" means the Performance Security for construction or Performance Security for operation and maintenance(and for payment of Concession Fee) in accordance with the clauses specified the agreement & RFP.

"Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

"Political Event" shall have the meaning ascribed thereto in Article15.4.

"Project" means the project described in Schedules 'A' and 'B' which the Concessionaire is required to design, officer, procure, construct, operate, maintain and transfer in accordance with the provisions of this Agreement .

"Project Agreement s" means this Agreement.

"Project Assets or Project Facilities" means all physical and other assets relating to and forming part of the Project including but not limited to (i) rights over the Project Site in the form of license, right of way or otherwise, (ii) tangible assets such as civil works including foundations, embankments, pavements, drainage works, lighting facilities, sign boards, electrical works for lighting on the Project, equipment for the Project.

"Project Completion" shall have the meaning ascribed thereto in Article 9.2.

"Project Completion Schedule" means the progressive Project milestones set forth in Schedule 'C' for the implementation of the Project.

“Project Site” means the Bus Stops particulars whereof are set out in Schedule ‘A’ on which the Project is to be implemented and the Project Facility is to be provided in accordance with this Agreement.

Proposal / Request for proposal (RFP) shall mean the Request for proposal issued by the NMMT to the interested Bidders in the proposal stage, as amended and modified from time to time together with all Annexures, Schedules, Maps along with such common set of deviations, corrigendum, addendum.

"Provisional Certificate" shall have the meaning ascribed to it in Article 9.3(e).

"Punch List" shall have the meaning ascribed thereto in Article 9.3(e).

"Scheduled Project Completion Date" shall have the meaning set forth in Article 9.2(b).

"Specifications and Standards" means the specifications and standards relating to the quality, capacity and other requirements forth Project as set forth in Schedule ‘F’ and any modifications thereof, or additions thereto as included in the design and officering for the Project submitted by the Concessionaire to, and expressly approved by NMMT.

“Statutory Auditors" means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Concessionaire.

“Steering Group” means the Steering Group constituted pursuant to Article 7.1.

"Termination" means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement /Concession due to expiry by efflux of time to the Concession Period in the normal course

"Termination Date" means the date on which the Termination occurs which shall be the date on which Termination Notice (as per article16.2) has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement .

“Termination Notice” means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

“Termination Payment” means the aggregate of the amounts payable by NMMT to the Concessionaire under this Agreement upon Termination including Termination Payment receivable by the Concessionaire pursuant to Articles 15 and 16.

“Tests” means the tests to be carried out to determine the Project Completion and its certification by the NMMT prior to commencement of commercial operation of the Project.

“Total Project Cost” means the lowest of the following: (a) Actual capital cost of the Project upon completion of the Project as certified by the Statutory Auditors; or (b) Total project cost as set forth in the tender Documents.



“Transfer Date” is the date of transfer of project facilities by the concessionaire to NMMT on completion of concession period or on termination of Agreement.

### 1.2 Principle of Interpretation:

- a. The Article numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply;
  - (i) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
  - (ii) between the Articles and the Schedules, the Articles shall prevail;
  - (iii) between the written description on the drawings and the Specifications and Standards, the latter shall prevail;
  - (iv) between the dimensions scaled from the drawings and their specific written dimensions, the latter shall prevail;
  - (v) between any value written in numerals and that in words, the latter shall prevail. Any word not specifically defined herein shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

### **1.3 This Contract Agreement comprises of the following:**

- a. Instruction to Bidder (ITB)
- b. Request For Proposal (RFP) including Request for Qualifications (RFQ)
- c. Bid as submitted by the Bidder
- d. Notice of Award
- e. Letter of Acceptance by the Bidder
- f. Concession Agreement

## **ARTICLE 2**

### **CONCESSION AND PROJECT SITE**

#### **2.1 GRANT OF CONCESSION**

a) Subject to and in accordance with the terms and conditions set for thin this Agreement, NMMT hereby grants and authorizes the Concessionaire to investigate, study, design, construct, operate and maintain the Project Facility and to exercise and/or enjoy the rights to collect revenue from displaying advertisements at earmarked locations on Bus Shelters as set forth in this Agreement(collectively “the Concession”). The Concessionaire shall pay prescribed Concession Fee to NMMT for grant of above Concession.

Stand Fee: Any Stand fee paid by Bus operator(s) to NMMT will not be part of concessionaire’s revenue and concessionaire has no right / claim over this.

b) The title, interest, ownership and rights with regard to Bus Shelters constructed by the Concessionaire for NMMT along with fixtures/fittings provided therein shall vest with the NMMT, except that these will be operated and maintained by the Concessionaire during the concession period as agreed in this Agreement. Title, interest inland ownership of land remains with the land owning agency.

## **2.2 CONCESSION PERIOD**

The Concession hereby granted is for a period of 15 years commencing from the date of completion Certificate issued by NMMT by which the Concessionaire is authorized to operate and maintain the Project in accordance with the provisions hereof. Provided that;

In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date of completion certificate and ending with the Termination Date.

## **2.3 ACCEPTANCE OF THE CONCESSION**

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

## **2.4 PROJECT SITE**

NMMT hereby undertakes to handover to the Concessionaire physical possession of the Project Site (Bus Shelters) on as is where is basis together with the necessary rights of way/way leaves forth purpose of implementing the Project in accordance with this Agreement but subject to the rights of NMMT and the land owning agency. The handing over of the Locations by NMMT shall commence within 15 days from the date of this Agreement. The handing over of the site shall be linked to agreed construction schedule. NMMT confirm that upon the project being handed over pursuant to the preceding Para, the Concessionaire’s shall have the right to enter upon, occupy and use the project Site and to make at Concessionaire’s costs charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this Agreement.

---

## **2.5 USE OF THE PROJECT SITE**

The Concessionaire shall not without prior written consent or approval of NMMT use the Project Site for any purpose other than for the purposes of the Project/the Project Facility.

## **2.6 INFORMATION ABOUT THE PROJECT SITE**

The information about the Project Site set out in Schedule ‘A’ is provided by NMMT in good faith and with due regard to the matters for which such information is required by the Concessionaire. NMMT agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Project Site, which NMMT may now possess or may hereafter come to possess. NMMT, however, makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Project Site.

## **2.7 PEACEFUL POSSESSION**

NMMT warrants that:

(a) The Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever for the use of Project Site or any part thereof for the project during the concession period except the payment of Concession Fee to NMMT and the payment of all necessary taxes and fees applicable.

(b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person / Company claiming any right, title or interest in or over the Project Site or any part thereof NMMT shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge which shall be limited to depreciated cost of the Bus Shelter.

## **2.8 RIGHTS AND TITLE OVER THE PROJECT SITE**

(a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement. However the concessionaire is not to sublet any of the site/facility or to subcontract whole or part of the work/facilities.

(b) The Concessionaire shall allow access to, and use of the Project Site/ Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as NMMT may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location.

(c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site and Project Facilities.

## **ARTICLE 3**

### **PERFORMANCE SECURITY**

### **3.1 PERFORMANCE SECURITY**

The Concessionaire shall, for due and punctual performance of its obligations during the Implementation Period, deliver to NMMT, simultaneously with the execution of this Agreement a FDR or bank guarantee from a Nationalized Bank pledged in favor of Transport Manager, NMMT about 3% of the total value of offer for the entire concession period, as the "Performance Security". This shall be returned after 1 year on successful handing Bus Shelters with other facilities to NMMT.

### **3.2 FRESH PERFORMANCE SECURITY**

In the event of the encashment of the Performance Security by NMMT pursuant to Encashment Notice issued in accordance with the provisions of Article 16 the Concessionaire shall within 30 (thirty) days of the Encashment Notice furnish to NMMT fresh Performance Security failing which NMMT shall be entitled to terminate this Agreement in accordance with the provisions of Article 16. The provisions set forth in Article 3.1 above shall apply mutatis mutandis to such fresh Performance Security.

## **ARTICLE 4**

### **REVENUE**

#### **4.1 COLLECTION AND APPROPRIATION OF REVENUE FROM ADVERTISEMENT**

i) Subject to the provisions of this Agreement, the Concessionaire shall during Operations Period be entitled to demand and collect revenue for display of advertisements at the Project Site as earmarked in the conceptual drawing as per the Agreement .The area of advertisement on each Bus Shelter shall not exceed the following:

a Back Panel : 5.60 m x 1.2 m

b Roof Top Front : 9 m x 1.2 m

c Roof Top Side Panels : 2m x 1.2 m (2 numbers)

However, NMMT will have rights to increase/decrease area for advertising if required as per location.

ii) The Concessionaire shall neither put any advertisement nor collect any revenue until it has received Completion Certificate or the Provisional Certificate from the NMMT.

iii) Even if any permitted advertisement space remains unutilized, no reduction/rebate in the Concession Fee payable to NMMT will be allowed under any circumstances.

4.2 The Concessionaire shall familiarize itself with and be solely responsible for compliance with all Applicable Laws including specifically in respect of display of advertisements.

---

**ARTICLE 5****OBLIGATIONS AND UNDERTAKINGS**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Parties agree and undertake as under:

**5.1 GENERAL OBLIGATIONS OF THE CONCESSIONAIRE**

The Concessionaire shall adhere to the provisions of this Agreement and construct the Bus Shelter as per schedule and pay the Concession Fee as per the Agreement. It may be noted that the “Time is essence of the Contract”.

The Concessionaire shall interlaid at its own cost, expense and consequences be responsible and liable for / to

- (I) Investigate, study, design, construct as per specifications, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practices and Applicable Laws;
- (ii) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (iii) Ensure that services of electricity at the site or in the vicinity, encountered during the period of construction/operation/maintenance of the Bu Shelter are not damaged. (In case of any shifting of utilities required during construction, the Concessionaire will have to bear the charges of such shifting).
- (iv) Shifting/relocation/dismantling shall be carried out by Concessionaire. During Concession period as and when required of NMMT, The Concessionaire will be responsible to shift location of bus shelter with own cost.
- (v) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, Agreement s and permissions for materials, methods, processes and systems used in or incorporated into the Project. A prototype Bus Shelter shall be installed within 2 to 3 weeks of date of commencement and got approved from NMMT before proceeding for further installations.
- (vi) Provide all assistance to the NMMT/NMMT Officer and Steering Group as they may reasonably require for the performance of their duties and services under this Agreement ;
- (vii) Provide to the NMMT, MIS reports on a regular basis during the Implementation Period and during Operations Period in accordance with the provisions of this Agreement ;
- (viii) The Concessionaire shall adhere to the provisions of all laws of the land including municipal laws and bylaws and rules in connection with display of advertisements on Bus Shelters.

The Concessionaire shall also pay/ ensure payment of advertisement tax, service tax, GST other taxes & levies if any, in respect of the advertisements displayed on the Bus Shelters. Concessionaire shall also adhere to the rulings of High Courtland Supreme Court in this regard.

- (ix) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;
- (x) Develop, implement and administer a surveillance and safety program for the Project/Project Facility and the users thereof including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- (xi) Not place or create nor permit any worker or other person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the Concessionaire therein, save and except as expressly set forth in this Agreement.
- (xii) Notwithstanding any provision in this Agreement be solely responsible for structural design, safety, stability, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards as per Agreement during construction as well Operation and Maintenance Period and be liable for any claims arising there from.
- (xiii) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (xiv) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;
- (xv) Ensure that Project Site and facilities created are not defaced by any kind of writings/posters
- (xvi) Follows all labor laws and regulations and pay the wages, deposit PF& ESI contributions and other dues to its workers intima. Concessionaire shall indemnify NMMT from any claims in this regard and submit certificates with details of PF and ESI deposited for each of its employee as & when demanded.
- (xvii) Employ at all times adequate and suitable staff to perform its obligations under the Agreement provided that no such employee shall be deemed to be an employee of NMMT for any purpose whatsoever.
- (xviii) Provide bus route name list as approved by NMMT at each Bus Shelter.
- (xix) Transfer of Bus Shelter to NMMT in sound condition on the Transfer Date.
- (xx) Before commencement of construction of the Project;
  - a) submit to the NMMT with due regard to Project Completion Schedule and

---

Scheduled Project Completion Date, its design and construction time schedule;

- b) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project and to deal with the NMMT/the Steering Group and to be responsible for all necessary exchange of information required pursuant to this Agreement ;
- c) Undertake, do and perform all such acts, deeds and tasks/activities as may be necessary or required to adhere to the Project Completion Schedule and to achieve Project Completion under and in accordance with this Agreement ;
- (xxi) At all times, afford access to the Project Site, to the Steering Group, the authorized representatives of NMMT, the NMMT and officer of any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection, to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide touch persons reasonable assistance necessary to carry out the irrespective duties and functions.
- (xxii) Apply for and obtain all necessary clearances and/or approvals for the construction of Bus Shelters.
- (xxiii) Bear all costs and charges/liability for special or temporary sites required by it in connection with access to the Project Site. The Concessionaire shall obtain at its cost such facilities on or outside the Project Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement .
- (xxiv) Be responsible for making good loss due to theft or damage to the assets immediately at its own cost and shall continue to keep the Bus Shelters operational and available for public use, at all times, within the Concession Period.
- (xxv) To maintain true and correct audited books of accounts/records under the Agreement which could be inspected by NMMT at any point of time after giving a reasonable notice.
- (xxvi) To maintain a complaint redressel mechanism.
- (xxvii) To settle all third party commitments made by the Concessionaire.
- (xxviii) To settle all claims, losses etc. on account of any default/obligations under the Agreement .
- (xxix) Any other obligation as necessary under the spirit of this Agreement .

## **5.2 OBLIGATIONS OF NMMT**

### **NMMT shall:**

- (I) start handing over the physical possession of the Project Site to the Concessionaire within 15 days from the date of this Agreement.

(ii) Grant or where appropriate provide necessary assistance as far as practicable to the Concessionaire in securing Applicable Permits, permissions and approvals required for implementation and operation of the project. However, the concessionaire shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.

(iii) The electricity charges will have to be paid by the successful bidder. NMMT will have no facilitating ground in the said respect. Necessary permission must be sought by the bidder. Securing electricity at the site is the job of the bidder.

## **ARTICLE - 6**

### **PROJECT OFFICER / NMMT OFFICER**

NMMT shall designate an exclusive representative / Officer having necessary expertise to undertake, perform and carry out the duties, responsibilities, services and activities set forth in schedule 'D' and elsewhere in this agreement and communicate the same to concessionaire.

## **ARTICLE-7**

### **STEERING GROUP**

#### **7.1 CONSTITUTION**

NMMT shall within 15 days of this Agreement constitute a Steering Group comprising such persons as it deems fit which shall include 1(one) representative of the Concessionaire so nominated by the Concessionaire within 7 days of signing of this Agreement .

#### **7.2 FUNCTIONS**

The Steering Group shall hold meetings at least once every fortnight to review the progress during the Implementation Period and once every two months during the Operations Period. The Steering Group shall carry out such functions and exercise such powers as are determined by NMMT from time to time.

## **ARTICLE - 8**

### **DRAWINGS**

#### **8.1 PREPARATION OF DRAWINGS**

The Concessionaire shall give the working Drawings for Bus Shelters in accordance with the Specification and Standards. The Concessionaire shall be solely responsible for the adequacy of the Design and Drawings.

#### **8.2 REVIEW AND APPROVAL OF DRAWINGS**

(a) The Concessionaire shall promptly and in such sequence as inconsistent with the Project Completion Schedule, submit a copy each of all Drawings to NMMT.



(b) While forwarding the Drawings to the NMMT pursuant to sub-Article (a) above, the Concessionaire shall represent that it has determined and verified that the design and officering including field construction criteria related thereto are in conformity with the Specifications and Standards.

(c) Within 7 (seven) days of the receipt of the Drawings, the designated officer of NMMT shall review the Drawings and convey his comments/observations, if any, thereon to the Concessionaire with particular reference to the conformity or otherwise with the Specifications and Standards. It is expressly agreed that notwithstanding any review or failure to review by the NMMT or any comments/observations of the NMMT shall not be liable for the adequacy of the Drawings and that the Concessionaire shall solely be responsible thereof and shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement.

(d) If the comments/observations of the NMMT indicate that the Drawings are not in conformity with the Specifications and Standards, such Drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to the NMMT within 5 days for further review. The NMMT shall give its observations and comments, if any, within 5(five) days of the receipt of such revised Drawings. Provided, however, that any observations or comments of the NMMT or failure of the NMMT to give any observations or comments on such revised Drawings shall not relieve or absolve the Concessionaire of its obligation to conform to such Specifications and Standards.

All drawings will be approved by NMMT after verifying it in accordance with the standards and specification by NMMT.

(e) The Concessionaire shall be responsible for delays in Project Completion and consequences thereof caused by reason of any Drawings not being in conformity with the Specifications and Standards and shall not be entitled to seek any relief in this regard from NMMT.

(f) Within 15 (fifteen) days of the COD, the Concessionaire shall furnish to NMMT three copies of "as built" Drawings duly vetted by the NMMT reflecting the Project as actually designed, officered and constructed, including without limitation an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facility.

## **ARTICLE - 9**

### **PROJECT IMPLEMENTATION AND OPERATIONS**

#### **9.1 MONITORING AND SUPERVISION DURING IMPLEMENTATION**

(a) The Concessionaire shall submit to the NMMT, a programme supported with BAR Chart for construction of the Bus Shelters in a phased manner so as to cause least inconvenience to the Public. Most of the construction work shall be carried out during night hours/restricted hours (leaving peak traffic time) keeping in view the safety of pedestrian traffic. The Concessionaire shall give to the Independent Officer, its construction schedule with complete program

for different stages of execution, including planning, designing, fabrication, and erection etc. of the Project.

(b) During the Implementation Period, the Concessionaire shall furnish to NMMT / NMMT fortnightly reports on actual progress of the Construction Works and furnish any other relevant information as may reasonably be required by NMMT.

(c) For the purposes of determining that the Construction Works shall be undertaken in accordance with BS Codes, Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such Tests at such time and frequency and in such manner as may be required by the NMMT or as may be necessary in accordance with the Codes and Good Industry Practice. The Concessionaire shall with due diligence carry out all such Tests in accordance with the instructions and under the supervision of the NMMT. The Concessionaire shall promptly carry out such remedial measures as may be necessary to cure the defects or deficiencies, if any, indicated in such Test results. The Concessionaire shall furnish the results of such Tests to the Steering Group within seven days thereof and also promptly report to the NMMT the remedial measures taken by the Concessionaire to cure the defects/deficiencies if any indicated in the Test results.

(d) If the NMMT Officer reasonably determines that the rate of progress of the construction of the Project is such that the Project Completion is not feasible on or before the Scheduled Project Completion Date, it shall so notify the Concessionaire. Thereupon, the Concessionaire shall within 15 (fifteen) days thereof notify to NMMT and about the steps it proposes to take to expedite progress and make up the time so as to achieve COD.

## **9.2 PROJECT COMPLETION**

(a) The Project shall be deemed to be complete only when the Completion Certificate is issued by the NMMT in accordance with the provisions of Article 9.3(d) (the "Project Completion").

(b) The Concessionaire guarantees that the Project Completion shall be achieved in accordance with the provisions of this Agreement on a date not later than 24 weeks from the Commencement Date("the Scheduled Project Completion Date").

(c) If the Project Completion is not achieved by the Scheduled Project Completion Date for any reason other than Force Majeure the Concessionaire shall be liable to pay liquidated damages for delay beyond the Scheduled Project Completion Date, to the extent of Rs. 1000/- per day per Bus Shelter for delay of every week or part thereof. Provided further that nothing contained in this sub-Article (c) shall be deemed or construed to authorize any delay in achieving Project Completion. Concessionaire agrees and accepts that these amounts represent a fair and reasonable pre-estimate of the likely damages to be suffered by NMMT and shall not dispute the same in any manner.

(d) Further the COD does not occur within 60 days from the Scheduled Project Completion Date, NMMT shall, subject to the provisions of this Agreement relating to excuse from performance of the Concessionaire's obligations hereunder, be entitled to terminate this Agreement in accordance with the provisions of Article 16.2.

### 9.3 TESTS

The concessionaire has to carry out tests on all materials as required by related codes of practices at its own cost in an approved laboratory. The sampling of materials shall be also as per relevant codes and manuals.

(a) All Tests shall be conducted in accordance with the Applicable Laws and Applicable Permits. The NMMT shall have the right to suspend or postpone any Test if it is reasonably anticipated or determined during the course of the Test that the performance of the Project or any part thereof does not meet the Specifications and Standards. The NMMT may designate a representative with suitable qualifications and experience to witness and observe the Tests.

(b) The NMMT shall monitor the results of the Tests to determine the compliance of the Project with the Specifications and Standards and shall provide to the NMMT copies of all Test data including detailed Test results.

(c) Upon the NMMT determining the Tests to be successful, it shall forthwith issue to the Concessionaire a certificate (the "Completion Certificate").

(d) The NMMT may at the request of the Concessionaire issue a provisional certificate of completion ("Provisional Certificate") if the Tests are successful and all parts of

Project can be legally, safely and reliably opened for commercial operation though certain works or activities/tasks forming part thereof are not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the NMMT and the Concessionaire("Punch List"). All Punch List items shall be completed by the Concessionaire within 30 (Thirty) days of the date of issue of such Provisional Certificate. Upon completion of all Punch List items to the satisfaction of the NMMT, it shall issue the Completion Certificate to the Concessionaire with a copy marked to NMMT. In the event of the Concessionaire's failure to complete the Punch List items within the staid period of 30 (Thirty) days, NMMT may, without prejudice to any other rights or remedy available to it under this Agreement , have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to NMMT on demand the entire costs incurred by NMMT along with the Punch List items.

(e) If the NMMT certifies that it is unable to issue the Completion Certificate or Provisional Certificate because of events or circumstances which excuse the performance of the

Concessionaire's obligations in accordance with this Agreement and as a consequence thereof the Tests could not be held or had to be suspended, the Concessionaire shall re-schedule the Tests and hold the same as soon as reasonably practicable.

(f) The Concessionaire shall bear all the expenses relating to Tests under this Agreement.

### 9.4 OPERATION AND MAINTENANCE

The Concessionaire shall operate and maintain the Project/Project Facility and if required, modify, repair or otherwise make improvements to the Project/ Project Facility to comply with Specifications and Standards, and other requirements set forth in this Agreement, Good Industry

Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for;

- (i) Undertaking daily cleanliness of the Project Facility.
- (ii) Ensuring the safety and security of the Project Facility.
- (iv) Undertaking maintenance works in accordance with Maintenance Manual and the Maintenance Programme;
- (v) Preventing any encroachments or any unauthorized usage of the Project Facility;
- (vi) Adherence to the safety standards
- (vii) updating of route maps and other information at its own cost as required from time to time.
- (viii) Ensure functioning of solar lights (if provided).
- (ix) Any other maintenance activity as required under this Agreement .

#### **9.5 MAINTENANCE MANUAL**

The Concessionaire shall in consultation with the NMMT not later than 15 (fifteen) days before the Scheduled Project Completion Date, a manual for the regular and preventive maintenance (the "Maintenance Manual"), and shall ensure and procure that at all times during the Operations Period, the Projects maintained in a manner that it complies with the Specifications and Standards. The Concessionaire shall supply 5 (five) copies of the Maintenance Manual to the NMMT. The maintenance manual shall be approved by the NMMT.

#### **9.6 MAINTENANCE PROGRAMME**

(a) Not later than thirty (30) days before the beginning of each Accounting Year, the Concessionaire shall provide to NMMT, its proposed programme of preventive and other scheduled maintenance of the Project subject to the Minimum Maintenance Requirements set forth in Schedule 'G' necessary to maintain the Project at all times in conformity with the Specifications and Standards (the "Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following:

- (i) intervals and procedures for the carrying out of inspection of all elements of the Project;
- (ii) criteria to be adopted for deciding maintenance needs;
- (iii) preventive maintenance schedule;
- (iv) intervals at which the Concessionaire shall carry out periodic maintenance; and
- (v) intervals for major maintenance and the scope thereof.

(b) Maintenance shall include replacement of equipment, consumables, horticultural maintenance and repairs to equipment, pavements, structures and other civil works which are part of the Project/Project Facility.

(c) The Concessionaire shall keep the Project Facility in a clean, tidy and orderly condition free of litter and debris.

(d) The Concessionaire shall be responsible for the maintenance of the drainage within the individual Bus Shelter in accordance with Good Industry Practice.

#### **9.7 DE-COMMISSIONING / RELOCATION**

- (a) If NMMT, in public interest, is of the opinion that there exists an Emergency or any other situation such as road reofficing, implementation of other projects etc. which warrants decommissioning and closure or relocation of whole or any part including shifting of the Project/Project Facility, NMMT shall instruct to the concessionaire to de-commission and close the whole, or the relevant part of the Project for so long as such Emergency or any other situation and the consequences thereof warrant. According the Concessionaire shall abide by the same.
- (b) The Concessionaire shall re-commission the Project/Project Facility or the affected part thereof acts own cost on receiving the instruction from NMMT in this regard. In case the decommissioning or closure is of permanent nature then NMMT will allocate alternate site if available. The concessionaire shall relocate the Bus Shelter on the alternate site at its own cost.
- (c) Concessionaire shall not decommission any part of the Project facility without prior permission from NMMT
- (d) From the start and during election code of conduct all political related advertisements should be removed immediately from bus shelters. If any political related advertisement found without permission of election commission during code of conduct, all responsibility will be with Concessionaire.

## 9.8 RECTIFICATION OF DEFECTS

- (a) Save and except as otherwise expressly provided in this Agreement, if the Project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the Specifications and Standards, quality and performance as prescribed by this Agreement.
- (b) In the event the Concessionaire does not maintain and/ or repair the Project or part thereof up to and in accordance with the Specifications and Standards and / or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report, as the case may be, and fails to commence remedial works within (2) Two days of notice, **a penalty as per the provisions of RFP will be impose upon the concessionaire. Concessionaire further fails to commence remedial work even after the period of 15 days, NMMT shall without prejudice to its rights / remedies under this Agreement, including Termination, be entitled to undertake the repair and maintenance of the Project at the risk and cost of the Concessionaire. The Concessionaire shall, reimburse to NMMT within seven days of demand the costs and expenses incurred including 24.50% supervision charges for undertaking such repairs and maintenance.**
- (c) If the Concessionaire commences any works for curing any defector deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.
- (d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:

(i) Force Majeure Event;

(ii) Compliance with a request from NMMT or the directions of any Government Agency the effect of which is to close all or any part of the Project.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they can be safely operated and kept open for users.

## **9.9 MONITORING AND SUPERVISION DURING OPERATIONS**

(a) The Concessionaire shall undertake periodic inspection of the Project in accordance with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the NMMT

(b) The NMMT officer shall undertake periodic (at least once every calendar month but once every week during monsoon) inspection of the Project jointly with the Concessionaire to determine the condition of the Project including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and make out report of such inspection (the "O&M Inspection Report") and forward it to the Concessionaire. The O&M Inspection Report shall set forth defects and deficiencies, if any, and may also require the Concessionaire to undertake such tests as may be specified by the NMMT Officer for the purpose of determining that the Project is at all times in conformity with the Specifications and Standards. The Concessionaire shall within 15 (Fifteen) days of the receipt of the O&M Inspection Report from the NMMT Officer remedy the defects and deficiencies and undertake such tests, if any, set forth therein, without any delay and furnish compliance thereto and/or results thereof to the NMMT Officer along with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies indicated in such results. Such inspection or submission of O&M Inspection Compliance Report by the Concessionaire shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

Where the remedying of such defects or deficiencies and/or undertaking such tests is likely to take more than 08 (eight) days in accordance with Good Industry Practice, the Concessionaire shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection Compliance Report.

## **ARTICLE 10**

### **FINANCING ARRANGEMENT**

#### **10.1 FINANCING ARRANGEMENT**

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as may be necessary to finance the Project and to meet its obligations under this Agreement in a timely manner. The Project Assets/ Facilities of this Project cannot be hypothecated or used to get financing for this Project or any other project.

## **ARTICLE 11**

### **CONCESSION FEE**

#### **11.1 THE CONCESSION FEE**

(i) The **annual/half yearly/quarterly** concession fee shall be paid by the successful bidder to NMMT in advance as per tender offer. The concession fee shall be start after completion of construction period. During construction period amount should be paid as per tender offer.

(ii) From 2<sup>nd</sup> year onwards a compounded yearly advance escalation of will be charged.

(iii) C oncession fee shall always be paid in advance. That means, on the last day of the every previous year. The successful bidder should have the pay order/Cheque ready in favor of “Transport Manager, NMMT to be paid on the very first working hour of the working day of the every year.

(iv) If the successful bidder fails to produce the sum on 1<sup>st</sup> working day of the every year, an interest on the unpaid amount of concession fees at 15% per annum will be charged. If the successful bidder further fail to pay the concession fee within two months from the stipulated date, the successful Bidder shall be removed from the contract. In that case, NMMT and other facilities will take over the ownership and property right of constructed bus shelter. The successful bidder will have no say in it, on what so ever ground it may be.

(v) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including GST, customs and excise duties, advertisement tax, VAT, service tax, any cess, levy, duty, tax or charge, license fees of NMMT etc and the Concession Fee shall not be reduced for such costs.

(vi) Concessionaire will deduct appropriate TDS as required under the Income Tax Act 1961 from all the payment to be made to NMMT unless exemption certificate is provided by NMMT. TDS certificate(s) shall be issued for such deductions.

(vii) Concessionaire specifically agrees that the Concession Fee shall be paid notwithstanding any cause whatsoever and shall not be withheld on any ground whatsoever.

## **ARTICLE 12**

### **INSURANCES**

#### **12.1 INSURANCE DURING THE IMPLEMENTATION PERIOD**

The Concessionaire shall, at its cost and expense, purchase and maintain during the Implementation Period such insurances as are necessary, including but not limited to the following:

(a) builders’ all risk insurance;

- (b) workmen's compensation insurance;
- (c) third party insurances;
- (d) any other insurance that may be necessary to protect the

Concessionaire, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

In case of non availability of insurance covers, Concessionaire will be wholly responsible for all type of compensations during contract period.

### **12.2 INSURANCE DURING THE OPERATIONS PERIOD**

The Concessionaire shall, at its cost and expense, purchase and maintain during the Operations Period insurance to cover against:

- (a) Loss, damage or destruction of the Project Facility, at replacement value;
- (b) The Concessionaire's general liability arising out of the Concession;
- (c) Liability to third parties; and
- (d) any other insurance that may be necessary to protect the Concessionaire and its employees, including rioting and all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

### **12.3 INSURANCE COMPANIES**

The Concessionaire shall insure all insurable assets comprised in the Project Assets and/or the Project Facility through Indian insurance companies and if so permitted by NMMT, through foreign insurance companies backed by Indian companies, to the extent that insurances are necessary to be effected through them.

### **12.4 EVIDENCE OF INSURANCE COVER**

The Concessionaire shall, from time to time, provide to NMMT copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement.

### **12.5 APPLICATION OF INSURANCE PROCEEDS**

All moneys received under insurance policies shall be promptly applied by the Concessionaire towards repair or renovation or restoration of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire shall carry out such



repair or renovation or restoration or substitution to the extent possible and in such manner that the Project Facility or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as it was before such damage or destruction, normal wear and tear excepted. Decision of NMMT in this regard shall be final.

## **12.6 VALIDITY OF THE INSURANCE COVER**

The Concessionaire shall pay the premium payable on such insurance policy (is) so as to keep the policy(is) in force and valid throughout the Concession Period and furnish copies of the same to NMMT. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 15 Days' clear notice of cancellation is provided to NMMT in writing. If at any time the Concessionaire fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, NMMT may at its option purchase and maintain such insurance and all sums incurred by the NMMT therefore shall be reimbursed by the Concessionaire forthwith on demand, failing which the same shall be recovered by the NMMT by exercising right of set off against revenue or otherwise.

12.7 ALL INSURANCE POLICIES SHALL BE IN THE JOINT NAME OF CONCESSIONER AND NMMT.

## **ARTICLE 13**

### **CHANGE OF SCOPE**

#### **13.1 CHANGE OF SCOPE**

During the implementation period, the number of Bus Shelters can be increased or decreased by without any change of conditions of this Agreement. The Concession Fee shall be adjusted proportionately for the change of scope.

13.2 The project sites listed in Schedule A` of this Concession Agreement are subject to relocation if required. In case of any difficulty at a particular site, NMMT reserves the right to provide replacement location which shall be contiguous to the project.

## **ARTICLE 14**

### **CAPACITY AUGMENTATION**

#### **14.1 CAPACITY AUGMENTATION IN THE PROJECT**

(a) The NMMT may, within 1 year of achieving of COD, decide to augment the capacity of the project by increasing or decreasing the number of Bus Shelters of the 79 Bus Shelter In such an event the Concessionaire shall augment the capacity. The monthly Concession Fee in such case shall be increased in proportion to the increase in the number of the Bus Shelters, on pro-rata basis.

(b)The original Concession Period shall not be modified due to capacity augmentation and the handing over of all the Bus Shelter (original as well as augmented) shall be together on the Transfer Date.

## **ARTICLE 15**

### **FORCE MAJEURE**

#### **15.1 FORCE MAJEURE EVENT**

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Articles 15.2, 15.3 and 15.4 respectively which prevent the Party claiming Force Majeure (the “Affected Party”) from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has-been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

#### **15.2 NON POLITICAL EVENT.**

For purposes of Article 15.1 hereinabove, a Non-Political Event shall mean one or more of the following acts or events:

- (i) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, lightning, earthquake, cyclone, volcanic eruption or fire(to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works);
- (ii) Radioactive contamination or ionizing radiation;
- (iii) General strikes or boycotts (other than those involving the Concessionaire, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Projector a continuous period exceeding 15 (fifteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 15.3;

#### **15.3 INDIRECT POLITICAL EVENT**

For purposes of Article 15.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo which prevents collection of revenue by the Concessionaire for a period exceeding continuous period of 30 (thirty) days in an Accounting Year.

#### **15.4 POLITICAL EVENT**

For purposes of Article 15.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of NMMT, or any other Government Agency:

- (i) change in Law, only when provisions of Article 17 cannot be applied;
- (ii) expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Concessionaire.

### **15.5 EFFECT OF FORCE MAJEURE EVENT**

Upon occurrence of any Force Majeure Event, the following shall apply:

- (a) there shall be no Termination of this Agreement;
- (b) where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the NMMT, be extended by the period for which collection of revenue remains affected on account thereof; and
- (d) costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Article 15.6 hereinafter.

### **15.6 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE**

Subject to the provisions of Article 15.5 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by NMMT to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim ;
- (b) NMMT may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the Concession Fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified for avoidance of doubt, Force Majeure Costs shall not include loss of revenues or any indirect costs but only direct costs attributable to the Force Majeure Event.

### **15.7 DISPUTE RESOLUTION**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute

Resolution Procedure, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

### **15.8 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.**

Save and except as expressly provided in this Article 15, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 15.

### **15.9 DUTY TO REPORT**

The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

(a) The Affected Party shall not claim any relief for or in respect of force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement .

(b) Any notice pursuant to this Article 15.9 shall include full particulars of:

(i) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 15 with evidence in support thereof;

(ii) The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement ;

(iii) The measures which the Affected Party is taking, or proposes to take, to alleviate the impact of such Force Majeure Event; and

(iv) Any other information relevant to the Affected Party's claim.

(c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this Article 15.9 and such other information as the other Party may reasonably request the Affected Party to provide.

### **15.10 EXCUSE FROM PERFORMANCE OF OBLIGATIONS**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

(a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence: and

(c) When the Affected Party is able to resume performance of its obligations under this Agreement , it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder If the Force Majeure Event continues for more than six months, NMMT may in its sole discretion terminate the Agreement.

## **ARTICLE 16**

### **EVENTS OF DEFAULT AND TERMINATION**

#### **16.1 EVENT OF DEFAULT**

Notwithstanding anything herein contained, breach by Concessionaire of the terms and conditions of this Agreement, and specifically any of the following events of default means the Concessionaire Event of Default.

Concessionaire Event of Default Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Events of Default") unless such event has occurred as a result of a Force Majeure Event:

- (1) The Concessionaire fails to commence the Construction Works within 30 days from the Commencement Date;
- (2) The Concessionaire fails to achieve COD within 25 weeks from the Commencement Date;
- (3) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- (4) The Concessionaire creates any Encumbrance on the Project Site/Project Facility in favor of any Person;
- (5) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire under this Agreement, or (b) all or part control of the Concessionaire except where such transfer in the reasonable opinion of NMMT does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform its material obligations under the Agreement;
- (6) A resolution is passed by the share holders of the Concessionaire for the voluntary winding up of the Concessionaire;
- (7) any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements, and provided that:

(i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreement s and has a creditworthiness at least as good as that of the Concessionaire as at the Commencement Date; and

(iii) agreement remains in full force and effect.

(8) the Concessionaire suspends or abandons the operations of the Project without the prior consent of NMMT, provided that the Concessionaire shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing.

(9) the Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(10) the Concessionaire suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days;

(11) The Concessionaire has neglected or failed to regularly and properly maintain the Bus Shelters in clean and hygienic conditions and to keep the Bus Shelters in a state of good repair at its own cost;

(12) the Concessionaire is otherwise in Material Breach of this Agreement and wishes to surrender. The surrender may be accepted only for complete package of the Bus Shelters. The decision of NMMT regarding accepting the surrender shall be final and binding;

(13) repeated nonpayment of salaries, wages and other dues of its employees (including employees of his contractors) including depositing and ESI premiums in time;

(14) The Concessionaire fails to pay the Concession Fee in time;

(15) Non settlement of 3rd party claims on NMMT as a consequence from the fault of the Concessionaire.

## **16.2 TERMINATION DUE TO EVENT OF DEFAULT**

### **TERMINATION FOR CONCESSIONAIRE EVENT OF DEFAULT**

(1) Without prejudice to any other right or remedy which NMMT may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, NMMT shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire, provided that before issuing the Termination Notice, NMMT shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice(the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60(sixty) days from the date of the Preliminary Notice(Cure Period) NMMT shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further, that

(a) if the default is not cured within 30(thirty) days of the Preliminary Notice, NMMT shall be entitled to encash the Performance Security with a notice to the Concessionaire (Encashment Notice);

(b) if the default is not cured within 30(thirty) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period in accordance with Article 3.2, NMMT is entitled to issue the Termination Notice.

(2) The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement:

(i) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for damages caused by its breach or default;

(ii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;

(iii) If the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by NMMT or any Government Agency hereunder the applicable Cure Period shall be extended by the period taken by NMMT or the Government Agency to accord the required approval.

### **16.3 RIGHTS OF NMMT ON TERMINATION**

Upon Termination of this Agreement for any reason whatsoever, NMMT shall have the power and authority to:

(i) take possession and control of Project Assets forthwith;

(ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Project Assets/dealing with the Project or any part thereof;

(iii) NMMT shall not be responsible for any payment due by the Concessionaire to his sub contractors / lenders or any other agencies. All such matters have to be settled by the Concessionaire.

## **ARTICLE 17**

### **CHANGE IN LAW**

#### **17.1 CHANGE IN LAW**

This Agreement shall be in force and binding on both the parties hereto till the expiry of the Concession Period and no change in law or other circumstances shall affect the respective rights and obligations of the parties. No claim of whatsoever nature shall be made by one party on the other on account of any such change in law or other circumstances.

---

## **ARTICLE 18**

### **HANDOVER AND DEFECT LIABILITY PERIOD**

#### **18.1 HANDING OVER OF THE PROJECT ASSETS**

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period or prior termination of this Agreement , as the case may be, hand over free from encumbrances and peaceful possession of the Project Assets including Project Site/Facility in sound condition at no cost to NMMT.

#### **18.2 JOINT INSPECTION AND REMOVAL OF DEFICIENCY**

The handing over process shall be initiated at least 6 months before the actual date of expiry of the Concession Period by a joint inspection by the NMMT Officer and the Concessionaire. The NMMT Officer shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/jobs/additions/alterations, if any, to be carried out to bring the Project to the prescribed level of service condition at least two months prior to the date of expiry of the Concession Period. In case the Concessionaire fails to carry out the above works, within the stipulated time period the NMMT shall be at liberty to have these works executed by any other Person at the risk and cost of the Concessionaire **and any cost incurred by** NMMT in this regard shall be reimbursed by the Concessionaire to NMMT within 7 days of receipt of demand. For this purpose, NMMT shall without prejudice to any other right/remedy available to it, under this Agreement , have the right to appropriate the Performance Security and/or to set off any amounts due, if any, and payable by NMMT to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

#### **18.3 RECOVERY OF BALANCE CONCESSION FEE**

The Concession Fee due if any at the end on Concession Period shall be recovered by NMMT from the Performance Security. The balance remaining unrecovered amount, if any, shall be paid by the Concessionaire to NMMT along with the Concession Fee payable for the last quarter.

## **ARTICLE 19**

### **DISPUTE RESOLUTION**

#### **19.1 AMICABLE RESOLUTION**

(a) Save where expressly stated otherwise in this Agreement , any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other(the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-article (b) below.

(b) The receiving the notice of dispute will be consider the notice and respond to it in writing within 30 days, after receiving the party fail to resolved in 30 days the dispute can



be resolve /settled within 60 following response of that party, The dispute shall be referred to Arbitration.

## **19.2 ARBITRATION**

### **a) Arbitrators**

Any Dispute which is not resolved amicably as provided in Article 19.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitrator shall be Municipal Commissioner of Navi Mumbai Municipal Corporation.

### **b) Place of Arbitration**

The place of arbitration shall be C.B.D., Belapur, Navi Mumbai.

### **c) Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **d) Procedure**

The procedure to be followed within the arbitration / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

### **e) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

### **f) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

### **g) Performance during Arbitration**

Pending the submission of and/or decision on a Dispute, difference or claimor until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **ARTICLE 20**

### **REPRESENTATIONS, WARRANTIES AND DISCLAIMER**

20.1 The Concessionaire represents and warrants to NMMT that:

- 
- (i) it is duly organized, validly existing and in good standing under the laws of India;
  - (ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement
  - (iv) it has the financial standing and capacity to undertake the Project;
  - (v) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - (vi) it is subject to laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
  - (vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or of any member of the Consortium or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
  - (viii) there are no actions, suits, proceedings, or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
  - (ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government on Concessionaire which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement ;
  - (x) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
  - (xi) the aggregate equity shareholding of the members of Consortium in the issued and paid up equity share capital of the Concessionaire shall not be less than 51% (fifty one per cent) during the Operations Period;
  - (xii) each member of Consortium was and is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to and requested NMMT to enter into this Agreement with the Concessionaire and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement ;
  - (xiii) subject to receipt by the Concessionaire from NMMT of the Termination Payment and any other amount due under any of the provisions of this Agreement , in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of

the Concessionaire in and to the Project Assets shall pass to and vest in on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or NMMT;

(xiv) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to NMMT or to any Government Concessionaire in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading; and

(xv) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Concessionaire, to any person by way of fees, commission or otherwise for securing the Concession or entering into of this Agreement or for influencing or attempting to influence any officer or employee of NMMT in connection therewith.

## **20.2 DISCLAIMER**

(a) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the traffic volumes, specifications and Standards, Project Site and all the information provided by NMMT, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

(b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that NMMT shall not be liable for the same in any manner whatsoever to the Concessionaire.

## **ARTICLE 21**

### **MISCELLANEOUS**

#### **21.1 ASSIGNMENT AND CHARGES**

(a) Subject to sub-articles (b) and (c) herein below, this Agreement shall not be assigned by the Concessionaire except with prior consent in writing of NMMT, which consent NMMT shall be entitled to decline without assigning any reason whatsoever.

(b) Subject to sub-article (c) herein below, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which Concessionaire is a party except with prior consent in writing of NMMT, which consent NMMT shall be entitled to decline without assigning any reason whatsoever.

(c) The restraint set forth in sub-articles (a) and (b) above shall not apply to liens/encumbrances arising by operation of law in the ordinary course of business of the Project

---

## 22.2 LIABILITY AND INDEMNITY

### (a) General Indemnity

The Concessionaire shall indemnify, defend and hold NMMT harmless against any and all proceedings, actions and, third party claims arising out of a breach by the Concessionaire of any of its obligations under this Agreement;

### (b) Without limiting the generality of this Article 21.2 the Concessionaire shall fully indemnify, save harmless and defend NMMT including its officers servants, agents and subsidiaries from and against any and all claims, loss and damages, costs and expenses arising out of or with respect to

(i) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits,

(ii) failure in payments of taxes relating to the Concessionaire's Contractors, suppliers and representatives income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or

(iii) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors or

(iv) any act or omission of Concessionaire or any of its employees, agents or representatives;

### (c) Without limiting the generality of the provisions of this Article 21.2, the Concessionaire shall fully indemnify, save harmless and defend the NMMT from and against any and all damages which the NMMT may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part thereof or comprised therein is held to constitute an infringement and its use is permanently injected, the Concessionaire shall promptly make every reasonable effort to secure for NMMT a license, at no cost to NMMT, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Specifications and Standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing;

### (d) In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 22.2 (the 'Indemnified Party') it shall notify the other Party ("Indemnifying Party") within

14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction;

---

(e) Defense of Claims

(i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and its reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 22.2, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action suit or proceeding and the liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled;

(ii) If the Indemnifying Party has exercised its rights under Article 21.2(d)above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld or delayed);

(iii)If the Indemnifying Party exercises its rights under Article 21.2(d) above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, butte fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

(1) The employment of counsel by such party has been authorized in writing by the Indemnifying Party; or

(2) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

(3) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(4) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either;

(a) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

(b) that such claim, action, suit or proceeding involves or could have Material Adverse Effect upon it beyond the scope of this Agreement; provided that if sub-Articles (2), (3) or (4) of Article

22.2(e)(iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

### **21.3 GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Mumbai, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **21.4 WAIVER**

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

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement ;

(ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

### **21.5 SURVIVAL**

Termination of this Agreement (a) shall not relieve the Concessionaire or NMMT of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

### **21.6 AMENDMENTS**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### **21.7 NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

Navi Mumbai Municipal Transport 2) .....  
8<sup>th</sup> floor, Belapur Bhavan, CBD, .....  
Belapur, Navi Mumbai. ....

or such addresses, telex numbers, or emails as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and
- (ii) In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**21.8 SEVERABILITY**

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

**21.9 NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**21.10 LANGUAGE**

All notices required to be given under this Agreement and all communications; documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**21.11 EXCLUSION OF IMPLIED WARRANTIES ETC.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the Parties or any representation by any Party not contained in a binding legal Agreement executed by the Parties.

**21.12 COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement

**SCHEDULES**

A-Project Site

- B -Project Facility
- C -Project Completion Schedule
- D - NMMT Officer’s Services Terms of Reference
- E- Drawings
- F - Specifications and Standards
- G - Minimum Maintenance Requirements
- H - Performa of Bank Guarantee – I
- I - Memorandum of Understanding
- J - List of Bus Shelters

## **SCHEDULE - A**

### **PROJECT SITES**

The sites are subject to relocation if required. The list is indicative. In case of any difficulty at a particular site, NMMT reserves the right to provide replacement location which shall be contiguous to the project.

#### **TABLE : TENTATIVE LOCATION OF 79 BUS SHELTERS**

(Tentative locations as given in the RFP documents as Schedule I of Annexure – A

## **SCHEDULE – B**

### **PROJECT FACILITY**

Following facilities are to be constructed, built, installed, erected or provided by the Concessionaire

The Conceptual Drawing of Bus Shelter is enclosed.

1. Bus shelter with features as per drawing Enclosed (Schedule E) or Drawing to be approved by NMMT
2. Air Conditioned with ATM Shelters at suitable location at about .... locations each
3. Solar panel on roof top at about ..... Nos locations



## **SCHEDULE – C**

### **PROJECT COMPLETION SCHEDULE**

The project completion schedule as agreed to with the Concessionaire.

Sr.No.	Task Name	Start Date	Completion Date

## **SCHEDULE – D**

### **TERMS OF REFERENCE**

#### **1. OBJECTIVES**

The NMMT officer/NMMT shall be required to:

- (i) Act independently on behalf of both NMMT and the Concessionaire to review and monitor all activities associated with design, construction, operation and maintenance to ensure compliance with provisions of the Concession Agreement .
- (ii) Visit, inspect, and report to NMMT / Steering Group on various aspects of the project and carry out all such activities as are provided in the Concession Agreement . Without prejudice to this, the scope of services of the NMMT shall be as specified in pares 2 to 4 below. The NMMT shall have no authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

#### **2. SCOPE OF SERVICES OF NMMT OFFICER**

##### **2.1 Pre-implementation Period**

- (i) Review the Project Report prepared by the Concessionaire.
- (ii) Review the Implementation Schedule submitted by the Concessionaire.
- (iii) Proof checked from VJTI or IIT or any one Organization as decided by NMMT of designs, calculations and working drawings prepared by the Concessionaire for the construction of

various components of the Project Facility in accordance with provisions of the Concession Agreement .

- (iv) Review the adequacy of site investigations to be carried out by the Concessionaire.
- (v) Review the environmental management plan for the Project during Implementation Period and Operations Period`
- (vi) Review the proposed quality assurance and quality control procedures during the Implementation Period and Operations Period.
- (vii) Review the safety measures proposed during Implementation Period and Operations Period

## 2.2 Implementation Period

- (i) Monitor quality assurance and quality control during Implementation period.
- (ii) Review the material testing results, mix designs and order special tests of materials and/or completed works, and/or order removal and substitution of substandard materials and/or works as required.
- (iii) Ensure that the construction work is carried out in accordance with the Specifications and Standards and Good Industry Practice.
- (iv) Identify delays in completion and recommend to the Steering Group/Concessionaire the remedial measures to expedite the progress.
- (v) Review “As Built” drawings for each component of the works prepared by the Concessionaire.
- (vi) Review the safety measures provided by the Concessionaire.
- (vii) Supervise and monitor various Completion Tests as provided in the Concession Agreement
- (viii) Issue Provisional Completion Certificate or the Completion Certificate, as the case may be, in accordance with the provisions of the Concession Agreement .
- (ix) Review and approve the Maintenance Manual prepared by the Concessionaire.

## 2.3 General

- (i) Design a Management Information System (MIS) for monitoring of the Project by NMMT.
- (ii) Determine and recommend changes to the Project Completion Schedule, Scheduled Project Completion Date and the Concession Period in accordance with the Concession Agreement.

## 3. INTERACTION WITH GROUP

The Concessionaire shall appoint experienced officer to interact with NMMT on a regular basis.

#### 4. REPORTING REQUIREMENTS

The Concessioner Representative shall prepare and submit to the NMMT copies of the following reports.

- Implementation prior report
- Monthly Progress Report
- Various other reports as provided in the Concession Agreement such as Completion Report.
  - Maintenance report on monthly basis.

#### 5. PERIOD OF SERVICE

The period of services shall be the Implementation Period.

#### SCHEDULE - E

##### DRAWINGS

The Conceptual Drawing of Bus Shelter is enclosed. The Bidder has to submit its own design as per tender conditions along with the conceptual design which shall have to be approved by the NMMT.

#### SCHEDULE - F

##### SPECIFICATIONS AND STANDARDS

1. The Bus Shelters shall be constructed as per the conceptual drawings made available by NMMT. However, the bidders may suggest any minor modifications which may be incorporated in their offers. Under any circumstances the basic concept of the Bus Shelters shall remain the same.
2. The detailed design of the Bus Shelters is attached..
3. All the structural members of the Bus Shelters shall be **Combination of Stainless Steel (304 Grade), Aluminum and MS to be used for Structure of Bus Shelters (maximum use Stainless Steel) as required for design & strengthening.**
4. The covering of the roof shall be made of polycarbonate sheet, not less than 4mm thick, - color to be got approved (preferably transparent) from the Officer-in-Charge. The fixing to be done in a manner so as to make the roof leak proof. As roof top advertisements are permitted, necessary arrangement for fixing the advertisement panels and replacement of advertisement.
5. Dark orange colored shade prefab cement concrete tiles or other approved tiles shall be provided in the flooring over the base of lean cement concrete in the area not less than 30 sq. m.
6. The minimum clear roof height between the flooring and the ceiling shall be 2.50 meters.
7. Ramp to road level as prescribed shall be provided.

8. Lighting in all Bus Shelter shall be mandatory. The necessary electricity connection shall be obtained by the Concessionaire and he shall pay all charges for installation and maintenance as also the electric consumption charges. Solar panel for electricity shall be the preferred opinion.

9. Every Bus Shelter shall be provided with proper drainage solution.

10. The area of advertisement has been restricted shall be as per the conceptual drawing and provision in Article 4 of this Agreement. The rear & side panel should be illuminated and glazed with toughened glass or polycarbonate sheet of required thickness. Similar arrangement shall be made for roof top advertisements. Proper covering the advertisement panel should be covered in case of non-display of any advertise.

11. All the necessary electrical fittings/fixers shall be used of standard specifications and the work shall be got done through approved licensed electrician/wireman with a certificate to this effect. The fixtures should be waterproof.

12. In case substandard / defective material is used the same shall be replaced by the Concessionaire at its own cost. In case of any dispute in this regard decision of NMMT shall be final.

13. The seat shall be of stainless steel of same specifications and shall be perforated.

14. In no case the specifications below those mentioned in the drawing attached with the tender documents/adopted in construction of sample Bus Q-Shelters shall be allowed. However, richer specifications may be adopted.

15. Structural members of the Bus Q-Shelters should not be of size lesser than the approved sample Bus Q-Shelter. However, richer specifications can be adopted ensuring the structural stability with the prior approval of the Officer-in-Charge.

16. The Concessionaire shall ensure that each Bus Shelter structure displays assign saying “Built, operated and maintained by -----” along with the phone numbers for receiving complaints and the NMMT logo well lit prominently on the walls of the structure. The height of these letters shall be at least 15 cm.

17. The Concessionaire shall not display or exhibit any picture/poster/statue/advertisement or other articles in any part of the premises that are repugnant to the general standards of morality or in contravention of prevailing laws. The Concessionaire expressly agrees that the decision of the NMMT in this regard shall be conclusive and binding on the Concessionaire.

18. A route map panel, as approved by NMMT, should be earmarked with the various bus routes in different colors passing from there. Also the location of Bus Q Shelter should be indicated there showing “you are here”. Details of bus routes available at the particular bus stop i.e. it’s starting point, destination and intermediate main stoppages, distinguishing the name of the particular bus stopping different color shall be written.

Along with this some important telephone numbers like Ambulance, Fire station, nearby Hospital, nearby Police Station, Traffic Police and other help line numbers should be written, well illuminated.

19. Front Facade – At the centre the name of the particular Bus Q-Shelter, on the left side bus routes numbers available at that stop along with NMMT logo in prominent size should be earmarked. Back Face – NMMT approved social message should be written which shall keep on changing from time to time as per the direction of NMMT.

20. The bidder shall submit a programme supported with BAR Chart for construction of Bus Q-Shelters in a phased manner so as to cause least inconvenience to the public. Most of the construction work shall be carried out during night hours/restricted hours (leaving peak traffic time) keeping in view the safety of pedestrians/traffic. The bidder should give their complete programme for different stages of execution i.e., planning, designing, fabrication, and erection etc. complete.

21. Facilities for Handicapped persons such as ramps, tactile flooring, railings and beepers shall be provided as per requirement.

22. A liter bin of appropriate type and size shall be provided by the Concessionaire.

23. Entire color scheme and samples of the materials shall be got approved prior to use in the construction of Bus Q-Shelters.

24. The execution of civil works, maintenance ward should be got done preferably through ISO certified companies.

25. In case of any dispute regarding specifications, the relevant IS code shall be bound to be adopted.

26. The Concessionaire shall obtain a Completion Certificate in case of each Bus Shelter from the NMMT.

27. The design of Bus Shelters including installation should be such that the superstructure can be relocated easily to an alternate location.

28. Photo-luminous paint meeting the relevant BIS specifications as applicable to road traffic signs will be used on the B.S. name plate on the front facial (below the advertisement board) for better visibility at night.

29. To facilitate access to all commuters a ramp not steeper than 1:12 will be provided from the road level to the B.S. on at least one side as shown in the Drawing which forms part of the Draft Concession Agreement.

30. All the duties mentioned in the scope of work in the RFP shall be performed by the Concessionaire.

## **SCHEDULE - G**

### **MINIMUM MAINTENANCE REQUIREMENTS**

1. All Bus Q Shelters, seats and the surrounding areas are to be kept cleaned at all times. The liter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
2. The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Bus Q Shelters.
3. Deleted
4. The lighting arrangement at the Bus Q Shelters is functional at all times. Electrical safety is to be ensured for users as well as Concessionaire's staff.
5. All structural members, seating arrangements and advertisement panels are to be inspected and maintained in good condition as per the maintenance manual.
6. Broken floor tiles are to be replaced within 2 days of such event. For this purpose it is advised that the Concessionaire maintains a minimum inventory of similar tiles at his store.
7. Security of all assets to be ensured at all Bus Q Shelters.

**SCHEDULE - H**

**PROFORMA OF BANK GUARANTEE**

(To be issued by a Nationalized Bank in India THIS DEED OF GUARANTEE executed on this the -----day of -----2020 at -----by-----  
 ----- (Name of the Bank) having its Head/Registered office at-----  
 ----- and a Branch office at -----hereinafter to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns:

In favor of Transport Manager of NMMT in his executive capacity for NMMT, represented by Municipal Corporation of Navi Mumbai, having its Head office at CBD Belapur,. Hereinafter called “NMMT” (Which expression shall include its successors and assigns):

**WHEREAS**

- A. By the letter of the award No. --- dated ----issued by NMMT to M/s ----- having its registered office at ----- herein after called the Consortium/ the Company has been granted the Concession to implement the project envisaging construction, operation and maintenance of 79 Bus Shelters as per schedule A on build operate and transfer basis.
- B. In terms of Article 3.1(a) of the Concession Agreement , the Company is required to furnish to NMMT, an unconditional and irrevocable bank guarantee furan amount of obligation under the Concession Agreement during the implementation & concession period for the purpose of this guarantee shall mean the Period from date of this guarantee to date ---  
 -----
- C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the Implementation & concession Period.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- 1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.
- 2. The Guarantor hereby guarantees the due and punctual performance by the Concessionaire of all its obligations under the Concession Agreement during the Implementation & concession Period
- 3. The Guarantor shall, without demur, pay to NMMT sums not exceeding in aggregate Rs \_\_\_\_\_, within five (5) days of receipt of a written demand thereof from NMMT stating that the Company has failed to meet its performance obligations under the Concession Agreement during the Implementation Period. The Guarantor shall not

go into the veracity of any demand so made by NMMT and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/ Concessionaire/ or any other Person.

4. In order to give effect to this Guarantee, NMMT shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/delayed exercise of any of its rights by NMMT or any indulgence shown by NMMT to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by NMMT or any indulgence shown by NMMT, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Company of all its obligations under the Concession Agreement during the Implementation Period and by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.
7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under\_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON  
THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ----- Bank by the hand of Shri -----its -----  
at its Head Office/-----Branch Office and authorized official.



**Annexure-A****List of Bus Shelters**

<b>Sr. No.</b>	<b>Shelter Name/ Location</b>	<b>Remark</b>
1	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
2	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
3	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
4	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
5	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
6	Vashi Railway Station Sector 30, Vashi, Navi Mumbai	
7	In Orbit Mall Vashi Sector 31A, Vashi, Navi Mumbai	
8	In Orbit Mall Vashi Sector 31A, Vashi, Navi Mumbai	
9	Vashi Sector 17/1, Vashi, Navi Mumbai	
10	Vashi Sector 17/1, Vashi, Navi Mumbai	
11	Ganesh Tower, Vashi, Navi Mumbai	
12	Ganesh Tower, Vashi, Navi Mumbai	
13	Navratna Hotel, Vashi, Navi Mumbai	
14	Navratna Hotel, Vashi, Navi Mumbai	
15	Vishnudas Bhave Sabhagrah, Vashi, Navi Mumbai	As Vashi Bus Terminus, re-development work is in progress, if required these locations of Sr. No. 15 to 21 can be shifted inside the Vashi Bus terminus.
16	Vishnudas Bhave Sabhagrah, Vashi, Navi Mumbai	
17	Bank of Baroda, Sector 17, Vashi, Navi Mumbai	
18	Vashi Bus Depot, Sector 9A, Vashi, Navi Mumbai	
19	Vashi Bus Depot, Sector 9A, Vashi, Navi Mumbai	
20	Vashi Bus Depot, Sector 9A, Vashi, Navi Mumbai	
21	Vashi Bus Depot, Sector 9A, Vashi, Navi Mumbai	
22	Vashi Sector 9-16, Sector 9A, Vashi, Navi Mumbai	
23	Vashi Sector 9-16, Sector 9A, Vashi, Navi Mumbai	
24	Vashi Sector 10-15/ Navi Mumbai Bank, Navi Mumbai	
25	Ward Office Sector 10-15, Vashi, Navi Mumbai	
26	Ward Office , Vashi, Navi Mumbai	
27	Juhugaon Sector 14, Vashi, Navi Mumbai	
28	Juhugaon Sector 11, Vashi, Navi Mumbai	
29	Juhugaon Sector 14, Vashi, Navi Mumbai	
30	Juhugaon Sector 14, Vashi, Navi Mumbai	
31	Kopri Naka, Vashi, Navi Mumbai	
32	Kopri Naka, Vashi, Navi Mumbai	
33	Navi Mumbai Vidyalay, Vashi, Navi Mumbai	
34	Navi Mumbai Vidyalay, Vashi, Navi Mumbai	
35	O E S International School, Vashi, Navi Mumbai	
36	O E S International School, Vashi, Navi Mumbai	
37	Bonkode / Kalash Udyan, Koperkhairne, Navi Mumbai	

Sr. No.	Shelter Name/ Location	Remark
38	Bonkode / Kalash Udyan, Koperkhairne, Navi Mumbai	
39	R F Naik Chowk, Koperkhairne, Navi Mumbai	
40	Koparkhairane Sector 15-7/ Shubhan Palace, Navi Mumbai.	
41	Koparkhairane Sector 15-7/ Shubhan Palace, Navi Mumbai	
42	Indira Gandhi College Sector 14-16, Koperkhairne, Navi Mumbai	
43	Indira Gandhi College Sector 14-16, Koperkhairne, Navi Mumbai	
44	Koparkhairane Sector 14, Koperkhairne, Navi Mumbai	
45	Koparkhairane Sector 22-23, Koperkhairne, Navi Mumbai	
46	Koparkhairane Sector 22-23, Koperkhairne, Navi Mumbai	
47	Mata Bal Sangopan Rugnalay Sector 22-17, Koperkhairne, Navi Mumbai	
48	Mata Bal Sangopan Rugnalay Sector 22-17, Koperkhairne, Navi Mumbai	
49	Dnyanvikas School, Koperkhairne, Navi Mumbai	
50	Dnyanvikas School, Koperkhairne, Navi Mumbai	
51	Jimmy Tower, Koperkhairne, Navi Mumbai	
52	Jimmy Tower, Koperkhairne, Navi Mumbai	
53	Koparkhairane Bus Depot (Out), Koperkhairne, Navi Mumbai	
54	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
55	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
56	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
57	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
58	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
59	Koparkhairane Bus Depot, Koperkhairne, Navi Mumbai	
60	MSEB / Ranjandevi Chowk, Koperkhairne, Navi Mumbai	
61	MSEB / Ranjandevi Chowk, Koperkhairne, Navi Mumbai	
62	Koparkhairane Sector 20-21/2, Koperkhairne, Navi Mumbai	
63	Koparkhairane Sector 20-21/2, Koperkhairne, Navi Mumbai	
64	Terna College, Koperkhairne, Navi Mumbai	
65	Terna College, Koperkhairne, Navi Mumbai	
66	MPCB /Hellen Keller school, Mahape, Navi Mumbai	
67	MPCB /Hellen Keller school, Mahape, Navi Mumbai	
68	Millennium Business Park, Mahape, Navi Mumbai	
69	Millennium Business Park, Mahape, Navi Mumbai	
70	L&T Mahape, Mahape, Navi Mumbai	
71	Rajiv Gandhi College Ghansoli, Navi Mumbai	
72	Sent Xavier School Airoli, Navi Mumbai	

**Note:** Remaining 07 bus shelter sites will be provided for construction of bus shelters as per the requirement of NMMT. Also, NMMT will have right to change the places given above or to cancel the location/s. Also, above given locations can be altered / shifting rights will be with NMMT.