523/28294 Saturday, December 23 , 2023 3:01 PM पावती

Original/Duplicate

नोंदणी के. :39म

Regn.:39M

पायती कं.: 30531

दिनांक: 23/12/2023

गावाचे नावः गुलटेकडी

इस्तऐवजाचा अनुक्रमांक: हवल22-28294-2023 इस्तऐवजाचा प्रकार : हायर परचेस करारनामा

माइर करणाऱ्याचे नाय: सिद्धी **अँ**डव्हटीयझिंग प्रोप्रायटरशिष फर्म तर्फे प्रोप्रायटर देवानंद शंकर कुलकर्णी

नोंदणी फी

₹, 30000.00

दम्त हाताळणी फी

₹. 1400.00

पृष्ठांची संख्या: 70

एकुण:

ਝ, 31400.00

y Jt. Sub Registrar Haveli 22

बाजार मुल्य: रु.0 /-मोबदला रु.21546000/-

भरनेने मुद्रांक शुल्क : रु. 108000/-

मह. दुव्यम निर्वाधक चग-२ हवेली क्र. २२, पुणे

1) देयकाचा प्रकार: DHC रक्कम: रु.1400/-

हीडी/धनादेश/पे ऑर्डर क्रमांक: 1223220912167 दिनांक: 23/12/2023

वॅकवे नाव व पता:

2) देवकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012833666202324E दिनांक: 23/12/2023

र्वेकचे नाव व पता:





सची क.2

बुष्पम निर्वेशक : मह दु.नि.हकेमी 22 दस्त क्रमांक : 28294/2023

नोदंगी: Regn 63m

गानाने नानः मुलटेकडी

(१)वितेषाचा प्रकार

हायर परचेस करारनावा

(2)मोबदला

21546000

(3) बाबारमाव(भाडेपटट्याच्या बाबतिनपटटाकार आकारणी देतो की पटटेदार

ते तमुद करावे)

(4) बू-मापन,पोटहिस्सा व घरक्रमांक

पालिकेचे नाय:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: दस्तात नमूद केन्याप्रमाणे((C.T.S. Number :

(असन्यास)

1:))

(5) के रफळ

1) 0 हेक्टर . आर

(b)आकारणी किंवा जुडी देण्यात असेल तेव्हाः.

(7) दस्तऐका करन देणा-चा/निहृत ठेवणा-चा पक्षकाराचे नाव किंवा दिवाणी न्यायासवाचा हुक्सनामा किंवा आदेश असल्यास,प्रतिकादिने

1): नाव:-पुणे महानवर परिवहत महामंडळ बि. (टीकायण) यांसी चेजरमन व मेनेजिंग डावरेक्टर डॉ. गंजव कोलते तकें अधिकृत स्वाझरीकरीकरिता जॉईंट मेनेजींग डायरेक्टर नितीन नार्वेकर तकें नोंदणीकरिता चीफ ट्राफिक मैनेजर (क्रमर्शिवस) थी दसायब होंडे बम:-35; पता:-प्सॉट नं: -, माळा नं: -, इमारतीचे नाव: मुख्य कार्यालय शंकरशेठ रोड, स्वारगेट, मुगे , व्यक्ति नं:-, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411037 पेन नं:-

(६)दस्तऐका करन घेगा-वा पसकाराचे व विवा दिवाणी न्यायालयाचा हुकुमनामा किंवा अदेश असल्याम,प्रतिवादिचे नाव व पत्ता

1): नाव:-सिद्धी ॲडब्ह्टांवर्सिव प्रोप्रावटरत्रिय कर्म तर्फे प्रोप्रावटर देवानंद शंकर कुलकर्मी वय:-51; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बार्यालय विववेदाबी, पुणे , स्तोंक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोश:-411037 पैन र:-AORPK0416R

23/12/2023

(३) दब्तऐवज करून दिल्याचा दिनांक (10)दल्त नोंदणी केल्याचा दिनांक

23/12/2023

(11)अनुक्रमांक,खंड व पृष्ठ

28294/2023

(12)वाजारमाबाप्रमाणे मुद्रांक शुल्क

108000

(13)बाजारवाबादमागे नोदगी शुल्ब

30000

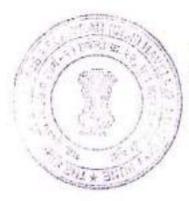
(14)वेरा

मुख्यांबनासाठी विचारात पेतलेला तपशील:ः

मुल्बांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाया उपशील दस्तप्रकारनुसार

वानश्यक नाही

मुद्रांक गुल्क साकारताना निकालेला अनुन्धेद :- (5-H-A-i) Advertisement on Mass Media for promotion of any Product, Programme or Event with an Intention to make profits



मी नकत पायली च्याचारा चेताली

http://10.10.246.39/MarathiReports/HTMLreports/HTMLReportSuchiKramank2.aspx

12/23/2023

Payment Details

sr.	Purchaser	Турв	Verification no/Vendor	GRN/Licence	Amount	Used	Deface Number	Deface Date
1	M S Siddhi Advertising	eChallan	69103332023122216536	MH012833666202324E	108000.00	SD	0006772928202324	23/12/2023
2		DHC		1223220912167	1400	RF	1223220912167D	23/12/202
3	M S Siddhi Advertising	• Challan		MH012833666202324E	30000	RF	0006772828202324	23/12/202

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





CHALLAN MTR Form Number-6



eps/ MH012833968202324E E	ARCODE IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	H COMMUNICATION	III Date	e 22/12/2023-14:37:13 F	orm ID 252
GRAN Connect OLE	legistration		d	Payer Details	
Department Inspector General OTF Stamp Duty		TAX ID / TA	N (If Any)		
Type of Payment Registration Fea		PAN No.(# A	(ppBcable)	AORPKO/16FI	
Office Name HVL22_HAVELI 22 JC	INT SUB REGISTRAR	Full Name		M S Siddhi Advertising	
Location FUNE					
Year 2023-2024 One Time		Flat/Block I	No.	1	
Account Head Detail	Amount in Rs.	Premises/B	ulding		
0030046401 Stamp Duty	106000.00	Road/Stree	•	SHIVAJI NAGAR	
0030063301 Registration Fee	30000.00	Area/Locali	in a	PUNE	
		PIN			1 1 0 0 5
		Remarks (II		(10)	TRAR (CL.III)
OFFACE	2(20	न्त-)	Pa State of the st	
138000.00	1	Recording in	3.3	Thirty Eighall housand	THIS ALLOW
TOWIFFACE	1,38,000.00	Words			
Payment Octalis IDBI B	ANK		FC	OR USE IN RECEIVING BA	INK
Cheque-C	O Details	Bank ČIN	Ref. No.	59103332023122216536	2844698548
Cheque/DD No.		Bank Date	RBI Date	22/12/2023-14:41:20	Not Verified with RBI
Name of Bank		Bank-Branc	h	IDBIBANK	
Name of Branch		Scroll No. ,	Date	Not Verified with Scroll	

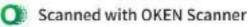
Degativent D: Mobile No.: 955260440 NOTE: This challen is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर करून केवत बुरवन निकास कार्योहणात सोहणी कराववाच्या दस्ताहाती लागू आहे. सोहणी न कराववाच्या दस्ताहाती सदर प्रतान ताव

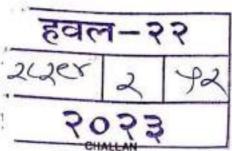
Chatten Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
7	(6)-523-28294	0006772828202324	23/12/2023-14:58:39	/GRS63	30000.00
2	(S)-523-28294	0005772828202324	23/12/2023-14:5B:39	IGR563	108000.00
			Total Defacement Amount		1,38,000.00

Page 1/1

Print Date 23-12-2023 03:01:38





MTR Form Number-6





GRN MH012833800202324E BARCODE		10000	735	icanalisticatoricos	1		_	200	
Department Inspector General Of Registratio	n			Payer Details					
Sump Duty Type of Payment Registration Fee		TAX ID / TA	N (if Any)						
		PAN No.(II	Applicable)	AORPK0416R					
Office Name HVL22_HAVELI 22 JOINT SUB	REGISTRAR	Full Name		M S Siddhi Advertising					
Location PUNE									
Year 2023-2024 One Time		Flat/Block	No.	1					
Account Head Details	Amount In Rs.	Premises/E	luilding						
0030646401 Stamp Duty	108000.00	Road/Stree	t	SHIVAJI NAGAR					
0030063301 Registration Fee	30000.00	Area/Local	ity	PUNE					
		Town/City/	District						
		PIN		4	1	1	0	0	5
		Remarks (I	(Апу)					-	U.
		SecondPart	yName=Pu	ne Mahanagar Parivaha	in Ma	hàma	ndal l	imited	1-
		Amount In	One Laki	h Thirty Eight Thousand	Rup	ees O	nly		
Total	1,38,000.00	Words							
Payment Details IDBI BANK			FC	OR USE IN RECEIVING	BAB	NK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023122216	1536	2844	9854	8	
Cheque/DD No.		Bank Date	RBI Date	22/12/2023-14:41:20		Not V	entie	with !	RBI
Name of Bank		Bank-Branc	h	IDBI BANK		1100		9950) rec
Name of Branch		Scroll No	Doze	Not Verified with So	UL	-	-		

Deportment ID:
NOTE:- This challan is valid for document to be registered in Sub Registrar effice only. Not valid for unregistered document.
यहर पटान केंद्र पटान केंद्र दुरस्य निकास कार्यात्मात चोदणी करावयाच्या चरवारमध्ये लागू आहे. सोदणी न करावराज्या चरवारमध्ये राहर पटान राह्य 9552604463

Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 22/12/2023 Date 1223720912167 PRN Received from M/s. Siddhi Advertising, Mobile number 9552604462, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub-Registrar office Joint S.R. Havell 22 of the District Pune. Payment Details 22/12/2023

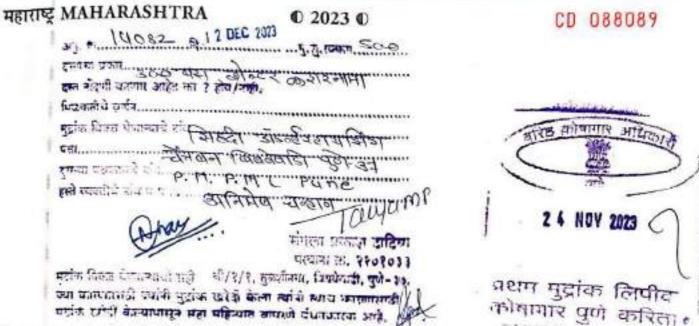
Date

335604916092 REF No. 10004152023122211523 Bank CIN This is computer generated receipt, hence no signature is required.

Bank Name







The Agreement mutually agreed and entered into on this day of Jecember ... Two Thousand and Twenty Three at Pune.

BETWEEN

Pune Mahanagar Parivahan Mahamandal Limited (hereinafter referred as "TIA" Tender Issuing Authority) having its principal office at Shankar Shet Road, Swargate, Pune-411037and represented by Dr Sanjay Kolte, the Chairman & Managing Director, of PMPML (hereinafter called the "CMD" in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the PMPML and in view of the powers delegated to the Joint Managing Director by the CMD of PMPML ONE PART,

AND

M/s. Siddhi Advertising, a proprietorship firm incorporated under provision of the Dop Act 1948 having its Registered, office at Bibwewadi, Pune-411037 (hereinafter referred to as which expression shall-unless repagnant to the context include its successors and permitted assigns, OF THE OTHER PART.







WHEREAS

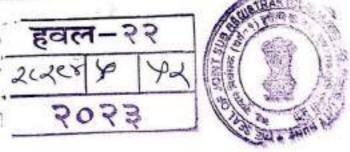
- 1 PMPML is mandated for providing public transport bus services in the Pune Metropolitan Region (PMR);
- 2 PMPML intends to rollout on BFOT (Build, Finance, Operate & Transfer) basis the comprehensive BUS SHELTERS at approx. 300 (Three hundred) locations cross Pune Metropolitan Region (PMR) area for implementing various citizen-centric amenities as a part of its strategy of passengers-first and quality of service-delivery. For this purpose, the TIA had invited competitive proposals from eligible Concessionaires for implementing the Project and in response thereto received proposals from several Concessionaires for this project.
- 3 PMPML, after evaluating the aforesaid Proposals accepted the Proposal submitted by M/s. Siddhi Advertising, and issued Letter of Award (LOA) / Work Order vide letter No. 2063 dated 02/08/2023 to the Operator for implementing the Project and which has been acknowledged by the Operator letter dated 08 /08 /2023.
- 4 PMPML confirms the receipt of a Payment Security in the form of a Bank Guarantee dated 22/08/2023 for an amount of Rs. 36,00,000/- (Rupees Thirty-Six Lakhs), drawn from ICICI Bank (name of the Bank in Pune) as Payment Security, for the performance of the obligations of the Operator under this Agreement.
- 5 PMPML confirms the receipt of Rs. 2,40,000 /- as Advertisement Royalty for the first month for 50 bus shelters being erected as the first lot of the Contract Period from the Operator.

NOW THIS AGREEMENT witness as follows:

1) Definitions:

1.1 Advertisement Space shall mean the space specified for Advertisement Rights on Bus Shelters notified in the list of 300 locations enclosed in the RFP.

a. Priority of agreements, clauses and schedules



3





Shall mean this Agreement and including schedules hereto. (i) Request for Proposal (REp. (ii) Concessionaire's submission to RFP (iii) terms and conditions of Agreement (iv) work specifications (v) offer of the Concessionaire (vi) schedules to the Agreement (vii) Response to Pre-bid queries (viii) any correspondence exchanged with respect to this Agreement or additional document constituting part of the Agreement.

- b. Applicable Law shall mean all laws in force and effect, as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- e. Permits- shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Operator under applicable law, in connection with the project during the subsistence of this Agreement.
- d. Appointed Date shall mean the date of signing of this Agreement between the Operator and the TIA.
- c. Authority means any agency, legislative, judicial or executive authority, public to statutory person, whether autonomous or not, of the Gol (Government of India) or GoM (Government of Maharashtra) or any local authority including the PMPMI, its division or any other subdivision or instrumentality or any thereof.
- f. Contract Period-shall mean the period of 15 (Fifteen) years from the Agreement Date.
- g. "Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- h. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in this Agreement.
- Affected Party shall mean the party claiming to be affected by a Force Majeure event.
- j. Good Industry Practice shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.
- k. Government Agency shall mean Government of India (GoI), Government of Maharashtra (GoM), Pune Mahanagar Parivahan Mahamandal Limited or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Operator, or the performance of all or any of the services or obligations of the Operator, under or pursuant to this Agreement.
- Letter of Award / Work Order shall mean the letter issued by the Authority to the successful Concessionaire.

m. Material Adverse Effect shall meen a material adverse effect on (a) the ability of the Operator to exercise any of terraper of perform/discharge any of its duties/obligations

JOINT MANAGING DIRECTOR
Pune Mehanager Partyahan

Mahamandal Limited



- under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- n. Breach shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
- Parties means the parties to the agreement and "party" means one of them, as the context may admit or require.
- p. Performance Security means the deposit provided by the Operator as a guarantee for the performance of its obligations and is in accordance with clause specified in this RFP document.
- q. Proposal / Request for Proposal (RFP)" shall mean the 'Request for Proposal Document', issued by the TIA to the interested concessionaires 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, amendments which have been issued from time to time.
- Project Facilities shall mean all the Advertisement Space provided to the Operator for undertaking the Project.
- s. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- t. Standards of Reasonable and Prudent Supplier means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions.
- u. Sub-Contractor shall mean any person with whom the Operator has entered into/may enter into any material contract in relation with the O&M requirements for this project.
- v. Termination shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- w. Termination Date shall mean the date specified on the termination notice as the date on which the termination occurs.
- x. Termination Notice shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
- y. Preliminary Notice Shall mean the notice intended termination by the party entitled to terminate this Agreement to the other party setting out inter alia the underlying event of default.

2) Appointment Date

The Appointment Date shall be the date of signing of this Agreement.

A. Grant of Rights

2023



Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement based on BFOT basis, the Authority hereby grant and authorize the Operator the right to utilize and market the Advertisement Spaces mentioned as per the 'Appendix B' (List of Locations) of this agreement and collect and book revenue for the same from the date of handover of Advertisement Spaces till the expiry of the Contract Period or till the termination date, whichever is earlier, subject to the conditions as set forth in this Agreement ("Advertisement Rights").

B. Acceptance of Rights

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts the Rights and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

C. Start of Operations

The Operator shall commence the operation in accordance with the timelines mentioned in the Conditions Precedent contained in this Agreement.

D. Contract Period

The rights hereby granted is for a period of 15 (Fifteen) years, commencing from the Appointment Date and ending on the Expiry date during which the Operator is authorized to build, finance, operate and maintain the Project in accordance with the provisions hereof. Provided that in the event of termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date. This Agreement will be in effect from 01/12/2023 and will last upto 30/11/2038

E. Exclusivity of the Contract

The Operator shall be the sole and exclusive person entitled to undertake the Project in the Project Area in line with work assigned to the Operator in this Agreement and the Authority agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by the Authority during the Contract Period.

Pursuant to the preceding sub-article, the Operator shall, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, installation and improvements in the Advertisement Space as may be necessary or appropriate

to implement the Project in accordance with the provisions of this Agreement.



F. Rights, Title and Use of Project Facilities

- i. The Operator shall have the right to use the Advertisement Space for the purpose of implementing the Project in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by parties other than the parties to this Agreement.
- ii. The ownership of the Advertisement Space shall exclusively remain with the Authority at all times during the Contract Period. No permanent/ temporary interests or lien of whatever nature is allowed to be created on the Advertisement Space.
- III. The Operator shall not part with or create any Encumbrance on the whole or any part of the Advertisement Space save and except as set forth and permitted under this Agreement. The Operator shall not, without the prior written approval of the Authority, use the Advertisement Space for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

G. Applicable Permits

The Operator shall obtain and maintain the Applicable Permits and adhere to Applicable Law in such sequence as is consistent with the requirements of the Project. The Operator shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

3. General Contract Conditions

- 3.1 Governing Law and Jurisdiction of the Court: The Bidding Process shall be governed by, and construed in accordance with the laws of India. The Courts at Pune, Maharashtra shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process and Bidding Documents.
- 3.2 Indemnity The Concessionaires or Concessionaire as the case maybe shall save, defend, indemnify, release and hold the Client harmless from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaires or the Client) or for loss of or damage to property (including the Concessionaire's or the Client's property), in each case, whether directly or indirectly, in contravention of the terms and permissible activities as specified in this RFP or the Agreement at all times. This indemnity shall apply whether or not the Client was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on the Client.

3.3 Applicable Law(s): The Concessionaire shall follow all laws in force and effect, as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, a may be inforce and effect during the subsistence of this Agreement and applicable to the Project: Any.

WINNIAN D



rules, regulations, directions, circulars and notifications published thereunder; and any amendment, restatement or codification thereof.

3.4. Survival

Termination shall:

- 3.4.1. not relieve the Concessionaires or the Client, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- 3.4.2. except as otherwise provided in any provision of this RFP expressly limiting the liability of either Party, 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.
- 3.4.3. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.
- 3.5 Third Parties: This RFP is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this RFP shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this RFP.
- 3.6 Language: The Bid and all correspondence and notices required to be given under this RFP and all communications, documentation, and proceedings which are in any way relevant to this RFP shall be in writing and in English language. Supporting documents and printed literature furnished by the Concessionaire with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 3.7 Confidentiality: The Parties shall treat the details of this RFP as private and confidential, except to the extent necessary to 34 carry out obligations under it or to comply with Applicable Laws. The Concessionaires shall not publish, permit to be published, or disclose any particulars of the Project in any trade or technical paper or elsewhere without the written permission of the Client.
- 3.8 Waiver: Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this RFP: (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 RFP; (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; (iii) shall not affect the validity or enforceability of this RFP in any manner; (iv) neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this RFP or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waive-breach of any terms, conditions, or provisions of this

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3.9 Intellectual Property Rights:

The Bidding Documents and other design documents made by (or on behalf of) the Client shall not, without the Client's consent, be used, copied or communicated to a third party by (or on behalf of) the Client for purposes other than those permitted under this RFP. As between the Parties, the Client shall retain the copyright and other intellectual property rights in the Bidding and other documents made by (or on behalf of) the Client. The Concessionaires may, at its cost, copy, use and obtain communication of these documents for the purposes of this Bid. They shall not, without the Client's consent, be copied, used or communicated to a third party by the Concessionaires, except as necessary for the purposes of the Bid.

3.10 Termination

Without prejudice to any other rights or remedies, which the Authority may have under this contract upon occurrence of any Operator's Event of Default, the Authority shall be entitled to terminate this contract by issuing a termination notice to operator, provided that before issuing the termination notice the Authority shall by inform the operator of its intimation to issue such termination notice and grant minimum 15 days (Fifteen day) or such other reasonable period as the authority deems fit as its sole discretion to the bider to remedy the default ("Remedial period") and/ or make representation and may after the expiry of such remedial period and non-remedy of breach / default to the satisfactor of the authority, whether or not it is in receipt of such representation is see Terminator holds and then Terminate the Contract.

3.10.1. Other Provisions

- (i) Without prejudice to the above, either party can unilaterally terminate the Contract through a written notice of 03 (three) months to the other party. However, this class is the invoked only after successfully running the project for at least initial three (3) years party. Agreement.
- (ii) In case the Concessionaire is not able to provide any Royalty to PMPML from the Project for 03 (three) consecutive months without invoking Force Majeure, PMPML at its sole discretion may unilaterally terminate the Contract without any prior notice and appropriate the Performance Security.
- (iii) In case of termination of the Contract due to any reason, Authority shall not pay termination payment of any kind whatsoever.

3.11. Dispute Resolution

3.11.1. Save where expressly stated otherwise in this document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Project including non-completion of the Contract 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 below. 7.16.2. Either Party may require the Dispute to be referred to the Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited for amicable settlement. Upon such reference, both the Successful Concessionaire and

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Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.12 below.

3.12. Arbitration:

It is agreed between the parties here to that if any dispute arise under or in connection with this contract the same shall be settled amicably between the parties within 15 days from the date of occurrence of the dispute. If such dispute is not settled as stated above the same shall be referred to Arbitration agreed between the parties and the decision given by the Arbitrator shall be binding between the parties. It is further agreed that is both the parties here to do not agree upon the particular Arbitrator, then and in that case Arbitrator shall be appointed in occurrence with the Arbitrator and conciliation Act, 1996 and the decision of sole Arbitrator shall be binding upon the parties.

3.12.1 The place of arbitration shall be the City of Pune

3.13. Risk & Indemnification Insurance

- 3.13.1. All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Project, is the responsibility of the Concessionaire.
- 3.13.2. The Concessionaire shall indemnify the Authority against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 3.13.3. The Concessionaire shall at all times indemnify the Authority against all claims, damages or compensation under the provisions of all applicable acts/laws/rules/guidelines/notifications. All risk and liability resulting from the Project including but not limited to health and safety of Concessionaire's employees and general citizens shall be complete responsibility of the Concessionaire. The Concessionaire shall be responsible for safety and security of all the BUS SHELTERS at all times during the Contract Period. In case any Bus Shelter is stolen, the Concessionaire at his own cost and expense replace the concerned Bus Shelter within 03 (three) day of notification by PMPML.
- 3.13.4. The Concessionaire shall provide, in the joint names of the Authority and the Concessionaire, insurance cover from the date of signing of the Contract to beyond the end of the Contract Period, for the Concessionaire s risks covering. (i) Loss of or damage property in connection with the Project; and (ii) Personal injury or death of its employees, citizens and any third-parties.
- 3.13.5. The Concessionaire shall deliver policies and certificates to PMPML for its approval before the start of the Project. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.



3.14. Force Majeure

It is distinctly agreed between the parties hereto that PMPML shall not be responsible to make any payment to the contractor under this agreement. If contractor is unable to perform his duties/ responsibilities under this agreement and fails to provide the same on account of any act viz. act of war, civil commotion, riots, pandemic or any other events whatsoever beyond the control of PMPML including strike, non-availability of fuel/ CNG/ diesel/ electricity supply on non-availability of essential services including an act of god or on account of any notice, order, rule or notification of government and / or other public or competent authority or on account of any injunction / prohibitory order of any court / tribunal or any other competent authority on account of which the services agreed to be provided by the contractor are adversely affected / not provided.

3.14.1 The obligations and liabilities of the Parties under this ontract as long as Force Majeure event does not imperate performance

3.15. Royalty (Royalty)

Timeline for Payment of Royalty Payable to PMPMID

Description	Structure of Royally Amount for It Year
Submission of Prototype by Concessionaire for approval by PMPML. Concessionaire has to give detailed presentation covering all the technical aspects, design and other factors pertaining to the Bus Shelters to PMPML.	(*)
Securing of all requisite approvals and completion of all formalities under the Project and submission of copy of the same to PMPML.	
Within 90 (Ninety) days from the signing of the Contract & upon Installation of 1# Lot of 50 (Fifty) BusShelters.	240000=00
Within 135 (one hundred and thirty five) days from the signing of the Contract & upon Installation of 2 nd Lot of 50 (Fifty) Bus Shelters.	480000=00
Within 180 (one hundred and eighty)days from the signing of the Contract & upon Installation of 3 rd Lot of 50 (Fifty)Bus Shelters	720000-00
Within 225 (Two hundred and Two nty-five)days from the signing of the Contract & upon Installation of 4" Lot of 50 (Fifty) Bus Shelters.	960000=00
Within 270 (Two hundred and Seventy) days from the signing of the Contract & upon Installation of 5th Lot of 50 (Fifty) Bus Shelters	1200000-00
Within 315 (Three hundred and fifteen) days from the signing of the Contract & upon Installation of 6th Lot of 50 (Fifty) Bus Shelters.	1440000-00
	Submission of Prototype by Concessionaire for approval by PMPML. Concessionaire has to give detailed presentation covering all the technical aspects, design and other factors pertaining to the Bus Shelters to PMPML. Securing of all requisite approvals and completion of all formalities under the Project and submission of copy of the same to PMPML. Within 90 (Ninety) days from the signing of the Contract & upon Installation of 1* Lot of 50 (Fifty) BusShelters. Within 135 (one hundred and thirty five) days from the signing of the Contract & upon Installation of 2*d Lot of 50 (Fifty) Bus Shelters. Within 180 (one hundred and eighty)days from the signing of the Contract & upon Installation of 3*d Lot of 50 (Fifty)Bus Shelters Within 225 (Two hundred and Twenty-five)days from the signing of the Contract & upon Installation of 4* Lot of 50 (Fifty) Bus Shelters. Within 270 (Two hundred and Seventy) days from the signing of the Contract & upon Installation of 5th Lot of 50 (Fifty) Bus Shelters Within 315 (Three hundred and fifteen) days from the signing of the Contract & upon Installation of 6th Lot of 50 (Fifty) Bus Shelters

3.15.1. The Royalty to be paid by the Concessionaire from the Project shall be immediately deposited on the 7th (Seven) day of every succeeding month in of PMPML's designated account. Royalty Amount ascertained for fist year is payable per tender final rate is Rs. 4800 per bus shelter per month.

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- 3.15.2. The Concessionaire shall pay in advance the Royalty due to PMPML from the 1st Lot of BUS SHELTERS on the date of signing of the Contract.
- 3.15.3. The Royalty shall be subject to an annual escalation of 6% (Six percent) on the previous year's Advertisement Fee.
- 3.15.4. Any delay in depositing the revenue in the PMPML's account shall incur a penalty of 15% (fifteen percent) on monthly basis
- 3.15.5. The Concessionaire shall pay all the statutory levies and taxes imposed (like GST, Excise, ESL PF, TCS, TDS etc.) by the Government/Bank or any other authorities (currently or in future) on the Royalty. Further, Concessionaire shall also pay increase in the taxes and/or any levies on Royalty.
- 3.15.6. The Concessionaire shall mandatorily submit a copy of the annual audited accounts of the 40 Project for every year of the Contract Period to PMPML. PMPML and the Concessionaire shall mutually appoint an auditor for the Project. The expenses pertaining to the said auditor shall be borne by the Concessionaire.
- 3.15.7. The total monthly Royalty to be paid to PMPML shall be as per sq.ft rate quoted in Financial Bid multiplied by Advertisement Area per Bus Shelter (min.168 sq.ft. per Bus Shelter) multiplied by the number of Bus Shelters. In case the Advertisement Area per Bus Shelter is more than as indicated earlier, then Royalty shall be payable on pro-rata basis for additional Advertisement Area developed and utilized by the Concessionaire. Concessionaire is free to install illuminated advertising at the Bus Shelters. Further, Concessionaire shall be always responsible for safety during the Contract Period. Advertisements to be made through print media on bus shelters. If advertisements to be published illuminated, will have to be paid advertisement. Royalty at twice the rate presented.

4. Scope of the Concessionaire

Development of BUS SHELTERS at each of approx. 300 (three hundred) locations spread across PMR as per terms and conditions of this documents through Public Private Partnership ("PPP") on Build, Finance, Operate and Transfer ("BFOT") basis. Concessionaire is allowed to propose his own design subject to fulfilment of all requirements mentioned in the RFP. Further, the proposed design must have minimum advertisement area as specified in the RFP. PMPML reserves all right to accept/reject/suggest any modifications in the design proposed by Concessionaire. Any modifications suggested by PMPML shall be binding on the Concessionaire.

Project Phasing:

Phase-1: In this phase, the Concessionaire is expected to build and setup all the BUS SHELTERS and other requisite infrastructure as per timeline based on the decision taken



a	Deliverables	Timeline
1	Submission of Prototype by Concessionaire for approval by PMPML. Concessionaire has to give detailed presentation covering all the technical aspects, design and other factors pertaining to the Bus Shelters to PMPML.	Within 60 (Sixty) days from the signing of the Contract
2	Securing of all requisite approvals and completion of all formalities under the Project and submission of copy of the same to PMPML.	Within 60 (Sixty) days from the signing of the Contract
3	Installation of 1st Lot of 50 (Fifty) BusShelters	Within 90 (Ninty) days from the signing of the Contract
4	Installation of 2 nd Lot of 50 (Fifty) BusShelters	Within 135 (one hundred and thirty five) days from the signing of the Contract
5	Installation of 3rd Lot of 50 (Fifty)Bus Shelters	Within 180 (one hundred and eighty) days from the signing of the Contract
5	Installation of 4° Lot of 50 (Fifty)Bus Shelters	Within 225 (Two hundred and Twenty-five)days from the signin of the Contract
	Installation of 5th Lot of 50 (Fifty)Bus Shelters	Within 270 (Two hundred and Seventy) days from the signing of the Contract
9	Installation of 6th Lot of 50 (Fifty)Bus Shelters	 Within 315 (Three hundred and fifteen) days from the signing of the Contract

Damages: In case the Concessionaire is unable to meet any of the timeline mentioned hereinabove, a penalty of Rupees 25,000/- (Twenty-five Thousand) per day shall be levied till completion of the deliverable. PMPML reserves the right to deduct the penalty amount from the Performance Security. Concessionaire at his own cost and expense shall replenish the Performance Security as required by this document. In case Concessionaire, is unable to adhere to the above timeline even after deduction of complete Performance Security, Authority shall consider the same as Concessionaire Event of Default and proceed as per terms of this document.

(i) Phase-2: Operations & Maintenance (O&M) of the Bus Shelters. The O&M period for particular Lot of BUS SHELTERS shall begin from the date installation and certification of the same and shall be sill the end of Countain Period.

5. Scope of Services for the Project There are four major components of the project are

A Construction Works: This includes construction of sheart, modern user must environment friendly Bus Shelters. If there is any difficulty in constructing bus shelters at the locations mentioned in appendix-B, the same should be informed in writing. Alternative locations will be determined as required by the PMPML. No additional time will be given to concessionaire.

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 a. Items expected to be constructed or developed as part of BUS SHELTERS are:

1	Bus Shelters
n	Pre-fabricated standardized structure
-	A CITA I Solution

b LED Lighting

The detailed technical specifications & requirements are given in Appendix K of RFP

- B. Operations & Maintenance (O&M): This includes regular cleaning, operations and maintenance of the BUS SHELTERS and its surrounding areas, functioning of amenities, availability of basic infrastructure requirements such as electricity, proper drainage, waste removal, etc. and any other essential task/activities. All other technology based digital information system, if installed, will be responsibility of the Concessionaire under Contract Period. It includes routine and periodic maintenance works not limited to the following:
 - a. Civil, electrical and mechanical works of Bus Shelters
 - b. Furniture and Equipment maintenance and servicing
 - c. Maintenance and overall cleanliness.
- C. Revenue generation: The Concessionaire shall, during operation period, be entitled to collect revenue from external parties through display of advertisement at the BUS SHELTERS at earmarked spaces (Advertisement Spaces).
- D. Transfer of assets: On completion of Concession Period or prior Termination of the contract, all the BUS SHELTERS shall be transferred to PMPML free of cost in good working conditions.

5.1 Procure, Supply and Install

- (a) Concessionaire shall be responsible for installation of BUS SHELTERS including, but not limited to, installation materials/accessories/consumables etc. necessary for the installation of the Project & other allied devices.
- (b) Concessionaire shall be responsible for installation of BUS SHELTERS that has been mandated including, but not limited to, installation materials/accessories/consumables etc. necessary for the utilization of Bus Shelters.

ECIC The Capecastonaire shall be responsible for a principal all permits and approvals necessary to install poles as per the delign.

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- (d) Concessionaire shall be responsible for executing requisite site preparation work including electrical, civil, administrative etc. in order to ensure that the site is ready and secure for hosting solution.
- (e) Concessionaire shall be responsible to provide last mile connectivity, passive, via city network, fiber cable or CAT 6 cable, as per requirement, for commissioning BUS SHELTERS and devices to be deployed at the last mile if required.
- (f) Concessionaire shall also be responsible to coordinate with the PMPML/appointed authority to assess the requirement of such last mile connectivity at each level during the Concession Period.

(g) Concessionaire shall be responsible for performing the reinstatement and restoration of the sites back to the previous/normal conditions of per the prevalent norms of the mislaction of the sites back to the previous/normal conditions of the concerned entity.

5.2 Commissioning of Project

The Concessionaire shall be responsible for the things the below mention

- 5.2.1 Obtaining installation completion and commissioning certificate (Sign-Off) for all Project locations duly verified by the respective nodal officer of the PMPML.
- 5.2.2 Obtaining all the statutory and regulatory approvals, if required, for the Project implementation and submitting copy of the same to PMPML.

5.3 Operations & Maintenance Services

- 5.3.1 The Concessionaire shall provide following services for the Concession Period.
- 5.3.2 At the completion of Final acceptance test, the system shall be considered for operational system acceptance.
 - (i) Concessionaire shall be responsible for maintenance of both hardware and software, up-gradations, expansion, technical manpower, spares management and replenishment, performance monitoring and enhancements of the BUS SHELTERS installed as part of this Project and shall maintain service levels as defined in the RFP.

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- (ii) All equipment and material supplied by the Concessionaire shall be provided with standard warranty against defects of design and manufacturing and against faults and failures associated with workmanship of Concessionaire commencing from operation acceptance of the system.
- (iii) Concessionaire shall provide all the technical, managerial, and other staffing required to operate & manage day-to-day management and operations of the aforesaid solutions during the Concession Period.
- (iv) Concessionaire shall deploy Project Manager stationed at Pune who shall be the single point of contact to the PMPML and shall be responsible for operation and maintenance of the entire system.
- (v) Concessionaire shall provide all spares, including repairing, replacement of parts, modules, sub-modules, assemblies, subassemblies, spares part, updating, and security alerts and patch uploading etc.,
- 5.3.3 The cost of the spares, repairs, and replacement shall all be deemed to be in scope of the Concessionaire. Concessionaire shall also institutionalize structures, processes and reports for management of Project. Root cause analysis and long-term problem solutions shall also be part of Concessionaire scope.
- 5.3.4 The power & communication costs (Power/Electricity charges, Internet charges, telephone charges, 4G/5G/GPRS connectivity charges) and any other incidental charges related to maintenance period shall be in the scope of the Concessionaire and considered to be included in the proposal submitted by the Concessionaire for the entire contract duration. Any planned and emergency changes to any component during maintenance period shall be through a change management process.

5.4 Responsibility Matrix

(a) It is proposed to implement this project under Public Private Partnership between PMPML and selected Concessionaire. The table below shows the broad role & responsibility of PMPML and the Concessionaire:

Sc. No	Companents	Concessionaire	PMPML
A	Development of Bus Shelters	CONTROL SECURIO	- and
1	Construction of Bus shelters as per design approved and finalized by PMPML as per specifications in Appendix-K	Yes	
2	Internet Bandwidth Connectivity as required by	Yes	
3	Power supply	Yes	
4	Water Supply connectivity (if required by Concessionaire)	Yes	
5 :	Securing of all approvals for the Project (Part of shall only facilities for the same)	Yes	
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В	Electrical Power Supply	1.7.7.0	
1	Application and paperwork (documentation) for seeking metered Single-Phase electricity connection	Yes	
2	Facilitation of Single-Phase Electric Power	100	Yes
3	Payment of recurring electricity charges required for items	Yes	
C	Water Supply (if required by Concessionaire)		
1	Application and paperwork (documentation) for seeking water connection	Yes	
2	Payment of recurring connection charges	Yes	
D	Revenue Share		
1	Payment of monthly Royalty to the Client as per terms and conditions mentioned herein	Yes	
E	Operation & Maintenance		
1	Comprehensive onsite maintenance of all the BUS SHELTERS in all aspects for a period of 15 years from the date of commissioning	Yes	
2	Adherence to SLA (Service Level Agreement)	Yes	

Obtain necessary Statutory approvals and NOCs from relevant governing bodies:

Concessionaire shall be responsible for obtaining all the NOCs for road, drainage, water supply, garden and trees, firefighting, electrical, etc. from the relevant departments like PMC, PCMC, PWD, MSEDCL, building permission, land and estate, road department, etc. or other bodies as per the requirements

2) Concessionaire representation and reporting

- The Concessionaire personally or a responsible qualified person having full authority shall meet the Client at their office, whenever required.
- ii. Concessionaire shall appoint an authorized representative for overall management of the work (including daily supervision and control of activities). Concessionaire shall appoint an authorized representative for overall coordination of procurement and construction management activities.
- iii. Concessionaire shall ensure timely procurement of all key materials and equipment's as per the planned schedule in order to avoid any delay in construction activities.
- iv. Concessionaire shall submit detailed schedules for the project phases and sequencing activities (inclusive of start and end dates for all portions of work) and shall report weekly progress of the site activities to the client.

If and when the client shall require samples of any materials to be tested, the cost of the such test shall be defrayed by the Concessionaire. Also, if any structure or part of structure is to be tested, the cost of such tests shall be defrayed by the Concessionaire.

3) Contract administration and supervent

 Periodic field inspections of work in progress

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- Concessionaire shall carry out procurement of all the materials and all other Plant and Equipment as per BOQs and specifications approved by the client.
- Concessionaire shall be responsible for installation of all the materials as per the Concessionaire of the Client.
- Concessionaire shall be responsible for Risk Assessment of the ongoing project works.

Provisional Certificate and Completion Certificate;

Concessionaire shall follow the following stages for obtaining completion certificate from the Client:

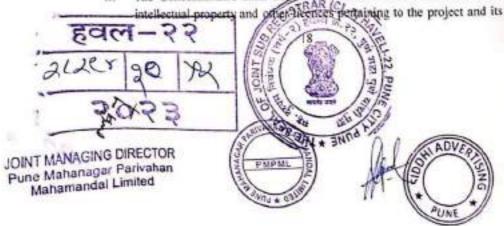
- Upon completion of testing and commissioning works, Concessionaire shall obtain provisional completion certificate from the Client.
- The Concessionaire shall make necessary arrangements for the client/ his representatives to carry out detailed inspection of the site.
- iii. Upon detailed inspection of the site, the Client will issue punch list / snag list.
- iv. Upon rectification and completion of balance tasks and punch / snag list as per the Client's needs, the Concessionaire shall make necessary arrangements for final inspection.
- Upon final inspection and best satisfaction of the Client/ his representative, the client shall issue final completion certificate

5) Handover of site:

Concessionaire shall follow the following procedure for handing over of the site:

- Upon the issuance of the completion certificate by the Client, the Concessionaire shall notify the client and all other relevant authorities forthwith the location and particulars of all structures on site.
- The Concessionaire shall provide client possession of all the structures on site, free and clear of all encumbrances.
- iii. The Concessionaire shall be responsible to cure all the project structure, equipment's of all defects and deficiencies so that project is in compliance with the maintenance requirements.

The Concessionaire shall deliver and transfer all relevant records, reports.



design, construction operation and maintenance, including all programs and manuals pertaining as on transfer date to the client.

v. The Concessionaire shall transfer and/or deliver all applicable permits to the extent permissible under applicable laws to the client.

6) COMPREHENSIVE MAINTENANCE

Comprehensive Maintenance Service for entire Contract Period will include operational and planned, reactive and emergency maintenance regime operating 24/7 x 365 days per year, providing an integrated and holistic approach to service delivery as per following aspects:

- Planned Preventive Maintenance
- Reactive Maintenance
- Emergency Maintenance

 Installation of new assets, equipment and plant; and relocation of existing assets;

Spare Parts and Consumables Mana

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a. Planned Preventive maintenance

- The Concessionaire will be responsible for providing and manading nonecessary qualified and competent staff, consumables, supplies, products, tools, equipment, expertise, etc. required to successfully implement, deliver and manage comprehensive maintenance of the areas, facilities, software applications and assets covered under this Contract to the level of service as specified by the Client.
- ii. Level of service specified by the client is also driven by the manufacturers and installer's recommendations outlined in the Operation & Maintenance Manuals; Statutory requirements; Best industry practices.
- The cost of repairs and replacement under planned preventive maintenance will be borne by Concessionaire.
- Iv. The cost of upgrades, software patches etc shall be borne by Concessionaire.

b. Reactive Maintenance

- A reactive maintenance service will be operated by the Concessionaire. Repairs must be carried out to resolve the issue, to re-instate the service to full operation or to render the situation safe from further damage as necessary.
- However, the Concessionaire shall carry out such repair work and provide such attendance as may be necessary throughout the period of the

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Agreement irrespective of the circumstances necessitating the repair or attendance, including (but not limited to) mechanical and/or electrical failure, wear and tear, damage both will full and accidental, virus attacks, bugs but subject to the exclusions set out in the Agreement.

- III. If, on inspection, the Concessionaire considers an area or item of equipment is beyond reasonable repair they must first "make safe" and notify the Client whose decision whether to repair or not shall be final.
- iv. Corrective action following inspections, reports and risk assessments will be prioritized by the Concessionaire and rectified in accordance with the agreed response and rectification times. Failure to complete the work within the agreed times should be communicated in writing to Client for approval unless there is a risk of further damage or personal. These situations should be made safe and reported to Client.
 - v. The Concessionaire will monitor, inspect and keep records for reactive maintenance jobs and any unplanned maintenance works carried out on the Areas, Facilities, Software applications and Assets covered under this Contract.
- vi. The cost of repairs, bug fixes, and replacement under reactive maintenance will be bome by the Concessionaire.

c. Emergency Maintenance and Inclement Weather

The Concessionaire will carry out repair and reactive works of BUS SHELTERS considering emergency nature "to make safe" and situation where inclement weather causes damage.

Emergency works are those considered necessary;

- Any costs likely to be incurred for emergency maintenance must be discussed and agreed with the Engineer-in-charge on call.
- ii. The cost of repairs and replacement on account of inclement weather should be borne by Concessionaire. Concessionaire should take adequate insurance cover to mitigate these risks.

d. Out of scope maintenance

- The Concessionaire will carry out, on request from the Client, all works
 activities that fall outside normal preventative or corrective maintenance.
- This shall relate to works to the plant and equipment including alterations, modifications or installations that alter the utilisation.

The Concessionaire shall be responsible for maintaining the integrity, completeness and assistance Cod, such maintenance history information.

Disoughout the order of the Assessment when alterations are carried out such as



minor works construction projects.

 Quotations for works shall be submitted to the Concessionaire and explicit approval sought from the Client for the budget for the maintenance before such work is initiated,

The cost of repairs and reptacement under reactive maintenance will be borne by client on submission of the receipts and relevant documents by the Concessionaire.

e. Spare Parts and consumables management

- i. The Concessionaire shall develop a Spare Parts Management Plan within 30 days of the date of signing of the Agreement to outline the methodology for identifying minimum and maximum stock levels, fast moving and slowmoving items, critical and non-critical spares, on-site inventory management and auditing to provide the Client with maximum transparency on purchase, storage, usage and recording of spare parts.
- The Concessionaire is to record details of the consumption of spares and consumables in their monthly report.
- The Concessionaire is to ensure that they retain sufficient petty cash on site to meet any unforeseen expenditure.
- iv. The Concessionaire shall ensure that at all times the local on-site store has an adequate stock of the spare parts and consumables so that single visit repairs to affected systems are maximized.
- The cost of spare parts and consumables will be borne by Concessionaire

f. Areas of Intervention for Maintenance Works

The Concessionaire must provide a comprehensive maintenance for the BUS SHELTERS and its supporting/ connected services to ensure that all and the elements are fully functioning.

In addition to the Maintenance Requirement set forth above, Scope of Work under Comprehensive Maintenance is as follows:

- Staffing as per the contract to ensure eptimum scrylce as
- i. Adequate training of staff especially for any specific requirement
- III. Uniforms & identity cards; 26CY 25 92
- Preparation and submission of values the distribution of scheduled in the approved formats;
- Activity reports regarding works handled;

The Scope of Work outlined above should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. The Concessionaire shall carry out necessary investigation and studies to develop the knowledge of the street site/transit condition and requirements to deliver the

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level of service as specified by the client. It is not intended to be exhaustive and the Concessionaire shall carry out necessary investigation and studies to develop the knowledge of the Site condition and requirements to deliver the level of service as specified by the Client.

g. General Maintenance Practice Guidelines

- The Client prefers that all maintenance equipment's used are low-decibel, low-fossil fuel consumption, and low-emissions models.
- ii. All the staff required for the security, revenue collection, upkeep, development and maintenance etc., work of the street site shall be employed by the Concessionaire and no employee of PMPML shall be engaged in uny maintenance or operations activity. The cost towards payment of such staff will be borne by the Concessionaire.
- iii. For any type of development work, construction, changing of layout, the Concessionaire shall have to obtain the approval in writing of the PMC/Client before starting such works. The ownership of these works, construction etc. will forever remain with the PMC/the Client only. However, routine improvement will be carried out by the Concessionaire without creating any proprietary interests for the purpose of maintenance.
- Iv. The Concessionaire shall supply fresh sets of uniforms/hadges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean.
- v. The Concessionaire shall depute a full time Operations and Maintenance Manager (shared between sites) and Supervisors assigned to specific locations, who shall ensure that all the duties as assigned to the Concessionaire must be performed by staff in the desired manner of the Client.

The Concessionaire shall not be allowed to put any glow signboard/ hoardings without the prior written permission of the Client.

h. Cost

The cost of improvement, maintenance, and management of the BUS-SHELTERS including hardware, lighting, water charges, repair of all type of equipment's civil, electrical, services features, electricity charges and other taxes levied on the site from time shall be borne by the Concessionaire, PMPML will not pay any type of maintenance cost or charges.

The cost or repairs and coplegement under Planned Preventive

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- Consumables Management; will be bome by Concessionaire,
- iii. The cost or repairs and replacement under Emergency Maintenance and Out of Scope Maintenance; will be borne by the Concessionaire and will be reimbursed by the client.
- iv. The cost of MSEDCL electricity connection, PMC water meter, sewer and all other concerned approvals, metering and connection to main services shall be borne by the Concessionaire.
- v. The Concessionnire shall effect and maintain at its own cost during the Contract Period necessary insurances for such maximum sums as may be required under applicable laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice.

Service Level Agreement (SLA)

Basis of Penalty	Penalty Benchmark	Time duration to rectify the fault	Unitforeach occurrence
If Advertisement is painted/stuck beyond specified area	Each Incident	Within 7 (seven) days of intimation officials by PMPML	If Concessionaire failed to rectify the fault within 7(seven) days,penalty INR.500/- (Indian Rupees Five Hundred) per day per respective per Bus Shelter as the case may be.
If Concessionaire shall display any advertisement as mentioned in Clause 2.Eof Scope of Work	Each Incident	Within 7 (seven) days of intimation of fault by PMPML	If Concessionaire failed to rectify the fault within 7(seven) days, penalty INR.500/- (Indian Rupees Five Hundred) per day per respective per Bus Shelter as the case may be.
Bus Shelter in damaged/brokencondition	Each Incident	Within 3 (Three) days of intimation offault by PMPML	If Concessionaire failed to rectify the fault within 3 (three) days,penalty INR.5000/- (Indian Rupees Five Thousand) per day per respective per Bus Shelter as the case may be.
Replacement of Bus Shelter in case of theft	Each Incident	Within 5 (Five) days of intimation of fault by PMPML	If Concessionaire failed to rectify the fault within 5(Five) days, penalty INR.5000/- (Indian Rupees Five Thousand) per day per respective pes Bus Shelter as the case may ben

Notices

Unless otherwise stated, notices to be given under the Agreement including hadnot believe 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, speed Post,mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

If to the Authority:

23





The CMD

Punc Mahanagar Pariyahan Mahamandal Limited

Shankarseth Road,

Swargate, Pune - 411037

If to the Operator:

The Chief Executive Officer Director

M/s Siddhi Advertising

Bilwewndi

Pune -411037

Or such address, telex number or facsimile number as may be duly notified by the respecting parties from time to time, and shall be deemed to have been made or delivered. In the tase 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 In the case of any communication made by telex or facsimile, when transmitted properly addressed to such teles number or facsimile number.

Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal to 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 shall 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 that the failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise. This Agreement shall be rectified with the mutual consent of both the parties through supplementary agreement.

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 bird the other in any manner whatsnever.

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 it Marathi or English language.

JOINT MANAGING DIRECTOR Pune Mahanagar Pariyahan Mahamandal Limited

actuation of implied warranties of





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 and any representation by any party not contained in a binding legal Agreement executed by the parties.

Counterparts

This Agreement may be constituted in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

Costs

The Operator shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges.

Taxes and Duties

The concessionaire shall be entirely responsible for all taxes (GST etc.), stamp duties, license Royalties, and other such levies imposed. The concessionaire shall be entirely responsible for all taxes, stamp duties, license Royalties etc. excluding service tax which shall be paid by PMPML as applicable separately.

Confidential Information

The Authority and the Operator shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The Authority shall not use such documents, data, and other information received from the concessionaire for any purposes unrelated to the Contract. Similarly, the concessionaire shall not use such documents, data, and other information received from TIA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

Change in laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful concessionaire has thereby been affected in the performance of any of its obligations under the Contract.

Assignment

Neither the TIA nor the Operator shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Power to waive Fines

my >



The power to waive fines and penalty vests with Chairman & Managing Director, PMPML, Pune, Maharashtra.

The Agreement will be in effect from and will last upto......

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority by:

For and on behalf of the Concessionaire

by:Signature

Name: Nitin Narvekar

Designation : Joint Managing Director

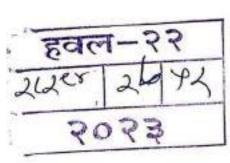
JOINT MANAGING DIRECTOR Pune Mahanagar Parivahan In the presence dhahamandal Limited





1) Stranged A Makeslabde 20/477 Fam Societ Yearwooda 414006

2) Yishay Suersh Bhisale Autole Plazar Bhisale Britarewasting Plazar





पुणे महानगर परिवहन महामंडळ लिमिटेड

FUNE MAHANAGAR PARIVAN MAHAMANDAL LIMITED बीट्युरी जिल्हींन, स्वारगेट, पुणे ४११ ०३७.

PMT Building, Swargate, Pune 411 037

CIN NO.U60210PN2007PLC130461

Ref.No. P.M.P.M.L/Advt/

मा. दुरयम जिबंधक अधिकारी

पति.

पुणे

वायक क. पीएम्पीएपएल/जाहिरात/

Website-www.pmpml.org

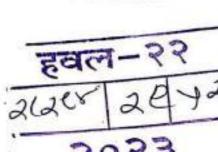
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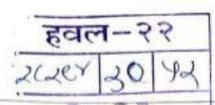


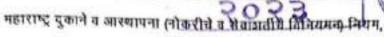
विषय : पीएमपीएमएल ३०० बस शेल्टर्स बीएफओटी तत्वावर उग्रारणी करून देखभान-दुरूस्ती व त्यावरील जाहिरातीचे हवक करारनामा नोंदणीकृत करणे बाबत.

पुणे महानगर परिवहन महामंडळाकडील ३०० बस शेल्टर्स बीएकओटी तत्वावर उभारणी करून देखभाल दुरुस्ती व त्यावरील जाहिरातीचे हवक निविदा प्रावित्रेवदारे में. सिध्दी ॲडव्हरटाराझिंग गांना दि. ०१/१२/२०२३ पासून १५ वर्षाकरीता देण्यात आलेले असून तसे करारनामे करनेत आलेले आहेत.

सदरचा करारनामा आपले कार्यालयात नोंदणी करणेकामी पुणे महानगर परिवहन महामंडळाचे प्रतिनिधी म्हणून श्री. दत्ताञ्च झेंडे, विफ ट्राफिक मॅनेजर (कमिशियल) हे उपस्थित राहणार असून त्यांना स्वाक्षारीचे अधिकार प्रदाज करणेत देत आहेत.

> सहव्यवस्थापकीय संवालक पुणे महालगर परिवहन महामंडळ लि.





नमुना "ग" (नियम ९ पहा)

सूचना दिल्याबाबत पावती



अर्जदाराने नमूना फ द्वारा व्यवसाय सुरु केल्याबाबतधी सूचना खाली नमूद केलेल्या तपशीलासर या कार्यालयास दिलेली आहे. त्याचा तपशील पुढीलप्रमाणे:

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κ.	कामगारांची एकूण संख्या	:	9			
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	शदरची पावती ही केवळ अर्जदाराने त्याचा व्यवसाय सुरु केल्य व्यवसाय अथवा व्यवसायाची जागा अस्तित्वात असल्यानदलया असणारी गंबचित राक्ष्म प्राधिकारी यांच्याकठील पूर्व / पद्मात प गालकाची राहिल. ही पोच पावती व्यवसायाच्या जागेचा बालकी हवक किंवा गालम कायधातमंत ग्राह्य घरता येणार नाही.	पुरा स्वाः	वा नाही, व्यः नगी, अनुझर्प्त	ासायासाठी र ो, परवानाधा	व्यवसायाच्य रण करण्याची	ा जागेसाठी आवश्यक सर्वस्थी जथानदारी
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	पूर्वीया नोंदणी प्रमाणपत्राचा क्रमांक व दिनांक, लागू असल्पास		auga .	399293980	1	UP05\2

टीप : सदरची पोच पावती संगणकीय प्रमालीद्वारे तथार करण्यात जालेली असल्याने त्यावर स्वाश्वरीची आवश्यकता नाही. सदरची पोच पावती ही अर्जदाराने सादर केलेल्या स्वयंघोषणापत्र आणि स्वयंसाक्षांकीत अभिलेखाद्वारे पढताळणी न करता देण्यात आलेले आहे .

सादर पोचपावती ही १० पेक्षा कमी कामगार असले ल्या आस्थापर्ना ना नोंदणी दाखल्या ऐवजी देण्यात येते. त्यांना नमुना – ब मध्ये नोंदणी प्रमाणपत्र अनुद्रोय होत नाही.

दिनांक : ०६-५०-२०२०

विकाश:Pune

कार्यालयाचा पता : Shop Inspector Office, Havell, Address- Daund Municipal Council Building, Daund, Tabika-Havell, District-Pure

प्रवान केलेले नेवा गुरुव (७४वे)		
23.50		

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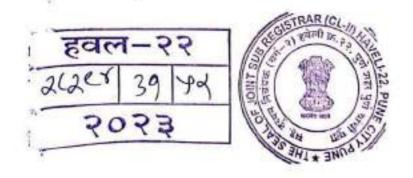
Government of India Form GST REG-06 [See Rule 10(1)]

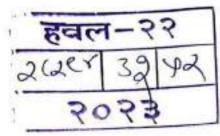
Registration Certificate

Registration Number: 27AORPK0416R1ZC

L	Legal Name		DEVANAND SHANKARRAO KULKARNI			
2.	Trade Name, if any	SIDDHI ADVERTISING				
3.	Constitution of Business		Proprietorship			
4.	Address of Principal Place Business	of	ACTS826SN665, 021, PURPLE PLAZA, BIBVEWADI, PUNE, Pune, Maharashtra, 411037			
5.	Date of Liability		01/07/2017			
6.	Period of Validity		From	01/07/2017	То	NA
7.	Type of Registration		Regular School 2			
B.	Particulars of Approving A					
Signi	iture	Digitally :	Not Verified signed by DS 0 kVICES FAX 1 18.07.08-10-01	BOODS NETWORK 1 8-09 IST		
Nam	e					
Desi	gnation					
Juris	dictional Office					
9. Date of issue of Certificate 08/07/20		018				
Note	The registration certificate is a	equired to	be prominen	itly displayed at al	Il places of b	usiness in the State.

This is a system generated digitally signed Registration Certificate based on the deemed approval of application on 01/07/247









GSTIN

27AORPK0416R1ZC

Legal Name

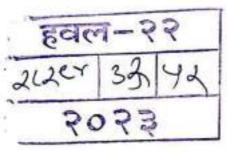
DEVANAND SHANKARRAO KULKARNI

Trade Name, if any

SIDDHI ADVERTISING

Details of Additional Places of Business

Total Number of Additional Places of Business in the State





आंयकर विभाग INCOMETAX DEPARTMENT



GOVT. OF INDIA

PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED



Pain inen Account Number



AAECP 40 68 L

प्रति. जा विश्वाम प्रशुख्य, रेस्टर दोल विभाग, चीठमपीठामध्य,

(BFOT) of Busshelters on Public Private Partnership (PPP) basis in PMPML operational Limits * 252 of (02-Advt-23)

अंदर्भ : है इंडीयन प्रवस्त्रोस, मुंबई आवृत्ती व है, महासद् टाईम्स, पुण आवृत्ती भवील व्याहिसत दि २१/०४/२०२३

प्रिमिपीएमएल वे "Selection of a concessionaire for Build, Finance, Operate and transfer (BFOT) of Busshelters on Public Private Partnership (PPP) basis in PMPML operational Limits " टेंडर लं. (02-Advt-23) संदक्षिय अन्त्यये गाहिरात प्रशिद्ध झालेली आहे.

दि. २७०४/२०२३ रोजी पी-बीड बैठक करीता सादर करण्यात आलेल्या सुवना च शंकाचे निरसन हेणेकामी

Quries Reply तक्ता तयार केलेला उसून सेकत सहपत्रित असून ई-टेंडरीम वेबसाईट <u>www.mahatendars.gov.in</u> चर अपलोड करणेत यावा

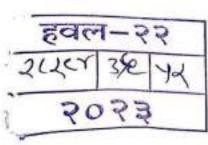
> असि. डेपो मॅक्नार (कमर्शियल) पुणे महाजगर परिवरक गढामंडक लि.

रोवत : Quries Reply तवता

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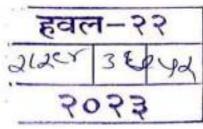
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Py 4800/- 6-1-1611

dhi Advertising



जावक क्र: एसए

gning + Offset Printing + Digital Printing - Hording + Wall Painting - Inshop Branding + & All Kind Of Outdoor Advertising

मा.चीफ ट्राफिक मॅनेजर (कमर्शियल) पुणे महानगर परिवहन महामंडळ लि.

> विषय बीओटी तत्वावरील३०० वस सेल्टर च्या निविदेतील दरा संदर्भात संदर्भ आपले जावक क्र. १५५० दि. ०७/०९/२०२३ चे पत्र

महोदय.

प्रति.

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सर आम्हाला सदर बस शेल्टर ऊभे करताना किमान १५ कोटी रूपये खर्च येणार आहे ही सर्व गुंतवणुक त्यावरील व्याज व हा प्रोजेक्ट हँडल करताना मनुष्यबळाकरीता होणारा खर्च तसेच पी.एम.सी व पी.सी.एम.सी यांच्या टॅक्स व जाहिराती वरून येणारी रक्कम हे सर्व पाहता आमची फार कसरत होणार आहे.जाम्ही सादर केलेला दर योग्यच आहे.परंतु आपण विचारणा केल्यामुळे आपल्या मताचा आदर ठेकन आम्ही प्रती बस शेल्टर ४८००/- प्रमाणे दर देण्यास तयार आहोत.

मा. साहेबांनी आमच्या विनंतीया विचार करून आम्हास त्वरीत वर्क ऑडर देण्याची कृपा करावी म्हणजे आम्हास पूर्ण तयारीने काम करता येईल व आपले काम वेळेत पूर्ण होईल. सहकार्याबद्दल घन्यबाद.

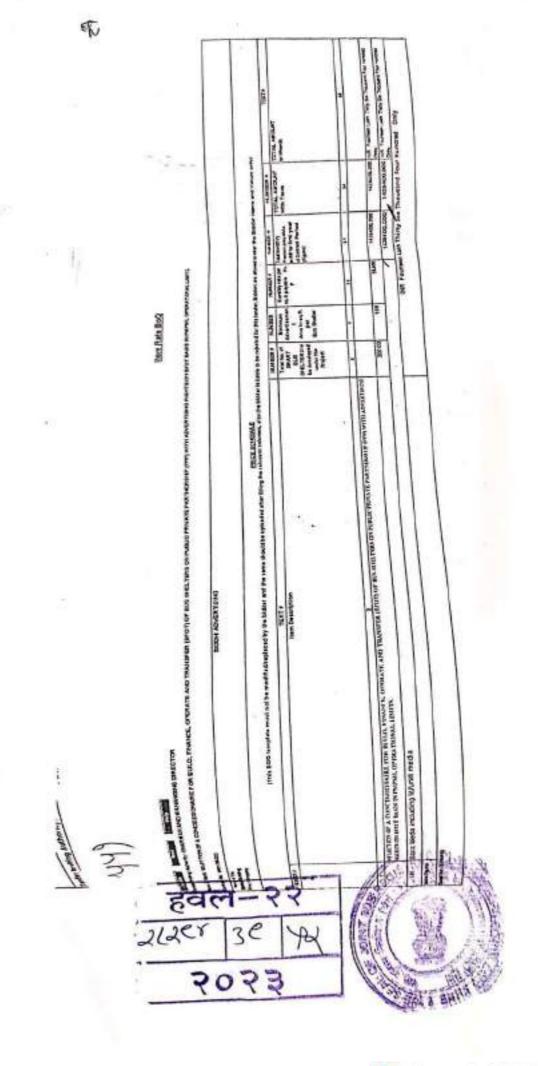
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आपता विश्वास्

(डि.एस.कुनकर्णी)

P Office : Block No. 23, Purple Place, Below Hotel Celebration, Chairaban, Bhavewadi, Pune - 411037, Ph. No. (020) 24204708, Mob. 9423340494

⁾ Office : "Yograj Sarku" Plot No. 18, Flat No. 1, Ashok Nagar, Garkheda, Ausunjaba6 - 431009. email : siédhiadvert@gmail.com Mob. 8788226378 Bresch Office - 2104-2118, 21st Floor, Kamchenu, Commerz, Raghunuth Whar, Sec. 14, Kharghar, Navi Mumbai 410210, Mob. 9326596796



पुणे महानगर परिवहन महामंडळ लिमिटेड

PUNE MAHANAGAR PARIVAN MAHAMANDAL LIMITED SEGÓ RESTE, UTURE, 373 VEZ + 270.

pMT Building, Swargate, Pune 411 037

CIN NO.U50210PN2007PLC130461 Well

Website-www.pmpmt.org

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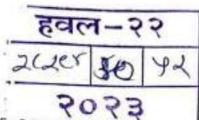
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- 2 AUG 2023

Letter Of Award

To, MS Siddhi Advertising Block No 23, Purple Plaza, Below Hotel Celebration, Chaltraban, Bibavewadi, Page = 411037



PIMPIMI

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TRAP (CL. Tram) by the state of the state of

Subject:- Letter of Award (LoA) For Build, Finance, Operate and Transfer in PMPML Operational Limits.

Ref

:- 1. Tender Notice no - (02 - Advt - 2023)

Your submitted bid for BFOT of Shetters in PMPML Operational Limits.

Dear Sir,

This is with reference to the tender notice no. 02 - Advt - 2023 floated by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) for the aforementioned project. In response, we had received your proposal which was evaluated and it met the criteria defined in the RFP and accordingly, your firm was identified as the Successful Bidder for Build, Finance, Operate and Transfer (BFOT) 300 nos. of Shelters in PMPML Operational Limits. In accordance with clause 6.4.5 of the RFP document, we are issuing you this LoA, which is based on the conditions entailed in the bidding documents:

- The Award of the project and the subsequent Agreement that would be entered into between the Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) and M/s Siddhi Advertising shall be as per the terms and conditions stipulated in the RFP document and to which M/s Siddhi Advertising has given its acceptance.
- M/s Siddhi Advertising shall enter into an agreement with Chairman and Managing Director, PMPML as per relavant format of Agreement. M/s Siddhi Advertising shall not alter/modify or delete any terms and conditions of the agreement while signing the Agreement.
- M/s Siddhi Advertising shall bear all expenses as applicable towards stamp duty and registration of the Agreement.
- 4. M/s Siddhi Advertising shall furnish the following to PMPML
 - i) As per recital of the Agreement, M/s Siddhi Advertising shall furnish to the PMPML at the time of signing of the Agreement, Advertisement Fee payment for the first month for the project for a sum of Rs. 2,40,000/- (Rupees Two lakhs and Fourty thousand only), in the form of a Demand Draft drawn in favour of "Pune Mahanagar Parivahan Mahamandal Limited" and payable at Pune, Maharashtra State.

Station States 15

- In accordance with the conditions of tender M/s Siddhi Advertising shall be required. ii) conform to the following requirments: within 15 (fifteen) days of receipt of the LoA
 - Submission of confirmation and acceptance of the LoA.
 - b. Submission of documentary evidence.
 - c. Submission of Performance Bank Guarantee.

Proforma of agreement will sent to M/s Siddhi Advertising within 30 days of verification of submission by M/s Siddhi Advertising.

Subject to compliance of the above and other terms of the RFP, the agreement shall be signed within 60 (sixty) days of receipt by the M/s Siddhi Advertising of the proforma for agreement from the client. After this period the LoA shall expire, unless extended by mutual consent.

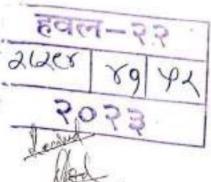
furnish to the PMPML at the time of signing of the Agreement, the Payment Security by iii) way of an irrevocable Bank Guarantee as set out of the Agreement, for a sum of Rs 36,00,000/- (Rupees Thirty Six lakhs only), issued by a nationalized scheduled bank with a branch in Pune, Maharashtra State, in favour of "Pune Mahanagar Parivahar Mahamandal Limited".

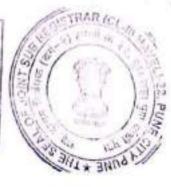
You are requested to sign the duplicate copy of this letter as a token of your acknowledgement and return the same within 15 (fifteen) days from the date of issue of this LoA. In case of non receipt of acknowledgement within 15 days from your side, this LOA shall not bear any validity unless otherwise mutually agreed by both the parties in this regard. Along with the acknowledgement, also attach i Letter of Authority authorizing concerned individual for signing the Agreement on behalf of M/s Siddh Advertising. And same shall be printed on your letterhead

(As per approved by Hon Chairman & Managing Director)

Joint Managing Director

Mahanagar Parivahan Mahamandal Limited





fellow of acceptance

Siddhi Advertising



pesigning • Offset Printing • Digital Printing • Hording • Wall Painting • Inshop Branding • & All Kind Of Outdoor Advertisin

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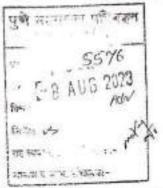
Dode- 08/08/2

To.

Hon Joint Managing Director .

Pune Mahanagar Pariyahan

Mahamandal LTD, Pune



Subject:- Regarding notification of acceptance of letter of award.

Reference :- P.M.P.M.L/Advt/2063 Dated - 2-08-2023 For Letter Of Award

Respected Sir.

Regarding the above, it is hereby informed that we have received your above referenced letter of award and we have accepted all the terms and conditions contained in your letter of award. We are ready to work in your time as you informed.

Also as you informed we are submitting your advance payment and bank of the given time frame, please take negative

Thank you for your cooperation

LOVER

PLINE

D.S. Kulkarni

Siddhi Advertising, Pune

Cop Office : Block No. 23, Purple Plaza, Below Hotel Colebration, Chairsban, Bibaveward, Pune - 411037., Ph. No. (029) 24204708, Mob. 942334046 Reg Office: "Yoging Sankul" Plot No. 18, Flat No. 1, Ashok Nagar, Garkheda, Aurangabad - 431009. email: siddhiadvert@gmail.com.Mob. 878823697.

3.5. Kulkarni 9423340494

Siddhi Advertising



SA - 125/23-24

Date: 22/08/2023

Designing + Offset Printing + Digital Printing + Hording + Wall Painting + Inshop Branding + & All Kind Of Outdoor Advertising

To.

Hon. Joint Managing Director , Pune Mahanagar Parivahan Mahamandal LTD, Pune

Subject:- Regarding submission of Bank Guarantee Certificate.

Reference :-1] P.M.P.M.L/Advt/2083 Dated -- 2-08-2023 For Letter Of Award

2] Our Letter No. 121/2022 -23 Dated 8th August 2023

3] Our Letter No.122/23-24 Dated 17th August 2023

Respected Sir,

Regarding the above, it is hereby informed that as per your reference letter No. 1 above, we are taking all the necessary steps as per your instructions. As informed in your order we have already deposited a check of Rs. two lakh and forty thousand with you as per reference number three. Also, as informed in the said letter, we are submitting a bank guarantee of Rs. 36,00,00 Kindly accept the bank guarantee and guide further, this is a humble request. Thank you for your cooperation.

Along with:- ICICI Bank Guarantee Number: 6240 N bD & 000 16124 Dele-22168 [2023



Cop Office: Block No. 23, Purple Plaza, Below Hotel Celebration, Chaitration, Bibaveword, Pune - 411037., Ph. No. 10074-20708, Mob. 9423340496.

Reg Office: "Yogiraj Sankul" Plot No. 18, Flat No. 1, Ashok Nagar, Garkheda, Aurangabad - 431003. email: siddhiadvert@gmail.com

Branch Office: 14/109, First Floor, Unruit Nagar-4, M. G. Road, Opp. Azad Maidan, Garegiach West, Mumbai 400104 Mob. +91 8802801115



Date: 22-08-2023 Ref: 6240NDDG00016124

PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED PMT BUILDING SWARGATE

MAHARASHTRA INDIA 411037

Sub: Issuance of Bank Guarantee

Pear SigMadam,

Please find enclosed Bank Guarantee issued by ICICI Bank Limited ("ICICI Bank") favoring yourself on behalf of: SIDDHI ADVERTISING, ACTS826SNG65, 021, PURPLE PLAZA, BIBVEWADL... PUNE, MAHARASHTRA, INDIA, 411037 ("Bank Guarantee") with the tenor and da period as requested by you. For ease of reference the details have been reproduced as below:

gille Goarantee No. & Date offisse	Exply Date	Claim Explry Date	Currency :	Amount of Bank
6240NDDG00016124 22-08-2023	21-08-2026	21-08-2026	INR	36,00,000.00

We confirm that the officials who have signed the above Bank Guarantee are authorized to sign such documents on behalf of ICICI Bank, it may verify genuineness of the Bank Guarantee from any branch of ICICI Bank in your own interest.

in the event of invocation, we request you to please ensure compliance with the terms and conditions of the Bank Guarantee in order to ensure timely payment. You are requested to ensure special care inter alia with respect to the following in the invocation claim letter -

- Explry/Claim Explry date
- Claim Amount
- esignated Bank branch for submission of invocation dalm

ICICI Bank

UTS No.809/147, Navantac Paranipe Roy Puna - 41 Roy O

- Any declaration / certification that may be required as part of the guarantee text.
- Any other requisite document including the original Bank Guarantee.

Please note that ICICI Bank shall not be liable under the Bank Guarantee post expiry of the claim period as requested by you.

CIN:L65190GJ1994P

Yours faithfully.

For ICICI Bunk Limited **Authorized Signatory**

> Office SICICI Bank Tower, Near Chaki Co Old Padra Road, Vadodara 390 d India.

THOSee : ICICI Bank Towers, Bandra XIII Complex, Mumbai 400051, ladil





BANK GUARANTEE **ICICI Bank Limited** (Incorporated in India)

BG Number: 6240NDDG00016124 Issuance Date: August 22, 2023

Picici Conk



Christian

PERFORMANCE BANK GUARANTEE

IN CONSIDERATION OF Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML), PMT Building, Swergate, Pune, Maharashtra-411037 for Tender no. 02 Advt 2023 dated 02 August 2023 SELECTION OF A CONCESSIONAIRE FOR BUILD, FINANCE, OPERATE AND TRANSFER (BFOT) OF BUS SHELTERS ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS IN PMPML OPERATIONAL 3 LIMITS (hereinafter referred to as the "said Project") on the terms and conditions of the - 4 Agreement dated 02-08-2023 executed between PMPML on the one part and Siddhi Advertising, 021, Purple Plaza, Bibvewadi, Pune, Maharashtra-411037 on the other part(hereinafter referred to as the "Agreement") and on the terms and conditions specified in the Agreement, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said Acceptance -9 annexed hereto. The Company, the said Acceptance of Offer and the Approved annexed hereto. The Company has agreed to furnish PMPML in Guerarter of the Approved Bank for the sum of Rs. 36,00,000/-(Rupees Thirty Six Lakb Only Which shall be the security for the due performance of the terms covenants and conditions of the said Agreement. We ICICI. Bank Ltd. action through hereals at ICICI. Bank Ltd. action through hereals at ICICI. Bank Ltd. action through hereals at ICICI. Bank Ltd. 10 11 Bank Ltd. acting through branch at ICICI Bank Ltd Fig. 195, CTS 853, Signature Bhamburda, Shivaji Neger, Bhandarkar Road, Rone (Makarashtra-411004 and registered office at ICICI Bank Tower, Near Chakli Circle, Old Serva Road, Vadodara, Gujarat Pin-390007 (herainafter referred to as Bank/Guerantes). 13 14 15 17

to as "Bank/Guaranter Vido height guarantee to PMPML at Pune department. i. Due perioditance and observances by the Company of the terms covenants and conditions 18 on the part of the Company contained in the said Agreement, and 19 20

ii. Due and punctual payment by the Company to PMPML of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to PMPML 21

by or from the Company, by reason of or in consequence of, any breach, non-performance or 23

default on the part of the Company, of the terms covenants and conditions under or in respect 24

of the said Agreement. 25

AND FOR THE consideration aforesaid, we do hereby undertake to pay to PMPML on demand without delay demur the said sum of Rs. 36,00,000/-(Rupees Thirty Six Lakh Only) together with 26 interest there on at the rate prescribed under 15% from the date of demand till payment or such 27 lesser sum, as may be demanded by PMPML from us as and by way of indemnity on account of 28 any loss or damage caused to or suffered by PMPML by reason of any breach, 29

non-performance or default by the Company of the terms, covenants and conditions contained 30 31

in the said Agreement or in the due and punctual payment of the moneys payable by the

Company to PMPML there under and notwithstanding any dispute or disputes raised by the 32

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confir of its issuance from a branch of ICICI Bank other than the issuing branch.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padia Road, Vadodara, Pin code- 390 007, Phone: +91-265-6722286, CIN L65190GJ1994PLC021012 単記されて SAME TELL



mi: uddřinovenigo

BANK GUARANTEE ICICI Bank Limited (Incorporated in India)

BG Number: 6240NDDG00016124 Issuance Date: August 22, 2023



- 34 Company in any sult or proceeding filed before the Court relating thereto our liability hereunder
- 35 being absolute and unequivocal and irrevocable AND WE do hereby agree that:
- 36 a) The guarantee herein contained shall remain in full force and effect during the subsistence of
- 37 the said Agreement and that the same will continue to be enforceable till all the claims of
- PMPML are fully paid under or by virtue of the said Agreement and its claims satisfied or 38
- 39 discharged and till PMPML certifies that the terms and conditions of the said Agreement have
- 40 fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this guarantee by reason of: 11
- I, any change in the constitution of this Bank;
- 43 il. any arrangement entered into between PMPML and the Company with or without our
- 44
- 45 iii, any forbearance or indulgence shown to the Company;
- 46 iv. any variation in the terms, covenants or conditions contained
- v. any time given to the Company, or 47
- vi. any other conditions or circumstances upde 48 allow a surety would be discharged.
- 49 c) Our liability hereunder shall be Several with that of the Company as if we were the
- 50 principal debtors in the said sum of Rs. 36,00,000/-(Rupees Thirty Six Lakh Only).
- 51 devoke this Guarantee during its currency except with the previous consent of
 - PMPML in mwriting. 52
 - e) Provided always that notwithstanding anything herein contained our liabilities under this 53
 - 54 guarantee shall be limited to the sum of Rs. 36,00,000/-IRupees Thirty Six Lakh Only) and shall
 - remain in force until PMPML certifies that the terms and conditions of the said Agreement have 55
 - been fully and properly carried out by the Company. 56
 - f) The Bank hereby agrees and covenants that if at any stage default is made in payment of any 57
 - 58 instalment or any portion thereof due to PMPML under the said Agreement or if the Company
 - fails to perform the said Agreement or default shall be made in fulfilling any of the terms and 59
 - conditions contained in the said Agreement by the Company, the Bank shall pay to PMPML 60
 - demand without any delay or demur, such sum as may by demanded, not exceeding Rs. 61
 - 36,00,000/-(Rupees Thirty Six Lakh Only) and that the Bank will indemnify and keep PMPML 62
 - indemnified against all the losses pursuant to the said Agreement and default on the part of the 63
 - Company. The decision of PMPML that the default has been committed by the Company shall 64
 - be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of 65

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmat of its issuance from a branch of ICICI Bank other than the issuing branch.

Regd, Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Right, Vadodara, Pin code- 390 007, Guji

Phone: +91-265-6722286, CIN L65190GJ1994PLC021012







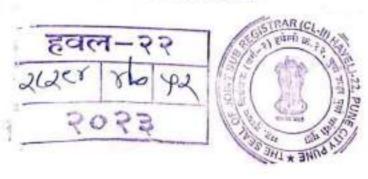
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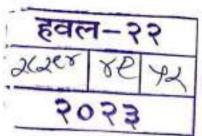


66 67	PMPML as regards the Agreement due and payable by the Company shall be final aring conclusive and binding on the Bank/Guarantor.
68	of PARCAS, about the follow thesty and the Bank hereby gives its consent without environment
69	offection this appropriate and discharging the Bank/Guaranter from its liability hereunder, to
70	or mostly the said Assessment or any terms thereof or grant any extension of time or any face.
71	or indulance to the Company and Guarantee shall not be released by reason of any Fig.
72	facility of ladvinence being given to the Company or any forbearance act or omission on the
73	part of PMPMI or by any other marter or think whatsoever which under the law, relation.
.4	sureties so releasing the guarantor and the Guarantor hereby waives all surety ship and other
75	rights which it might otherwise be entitled to enforce.
76	h) That the absence of powers on the part of the Company or PMPML to enter the or execute
77	the said Acresment or any irregularity in the exercise of such power of libralidity of the
78	Agreement for any reason whatsoever shall not affect the liability of the Guarantor/Bank and
78	binding on the bank notwithstanding any abnormality of integularity.
80	i) The Guaranter agrees and declaras that to extending this guarantee by PMPML against it, the Courts at Pune, Maharashtra body structure exclusive jurisdiction and the Guaranter hereby submits to the same.
81	Courts at Pune, Maharashira provising prove exclusive jurisdiction and the Guarantor harab
82	
83	The liability of the Guarantor under this Guarantee shall not exceed Rs. 3600000.00 (Thirty Six
84	Lakh Ruper Only) (the "Guaranteed Amounts").
85	This Guarantee shall be valid up to 21-08-2026 (the "Expiry Date").
95	Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to
87	pay any amount under this Guarantee shall arise prior to the fulfillment of the following
BE	conditions precedent:
89	(a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or
90	equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and
91	to south written claim/demand(s) is/are delivered to the Guarantee as as helf
92	at the ICICI Bank branch located at ICICI Bank Ltd, FP 195, CTS 853, Signature Bhamburda,
93	Shivaji Nager, Bhandarkar Road, Pune, Maharashtra-411004.
94	For ICICI Bank Ltd
95	Authorized Signatories.
96	WITNESS:
97	393643
98	(Signature with Name, Designation and Address)
	Page 3 of 4

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmat of its issuance from a branch of ICICI Bank other than the issuing branch.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Guil Phone: +91-265-6722286, CIN L65190GJ1994PLC021012















सुचना

- आधार ओळपीचे प्रचण आहे, नागरीकत्यांने नाही.
- औवशीचे प्रमाण ऑनलाईन अधिग्रमामा हारे प्राप्त करा.

टीप: मुलांचे वय 15 वर्षचे झारबांतर वाबोमेट्रिक वैशिष्टयांचे मूतनीकरण अवश्य करून ध्या.

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

Note: Children on attaining 15 years of age need to update blometric information.

- अधार देशभात गन्य सके.
- आबार भनिष्यात गरकारी व व्याजनी सेवांचे पायदे निजयिन्यात रुपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



्मातीय विशिष्य ओळव प्रविकरण CHICLE IDENTIFICATION AUTHORITY OF INCIA

um 5/0, bein grapff, fb-6 wir बाई, महाराष्ट्र, 411037

Address SIO Devanand Kulkami, C-6 flat no. 301 , take lown. bibovewood, Pune City, Pune. Market Yord, Maharashtta, 411037











भारत सरकार Unique Identification Authority of India Government of India

संदिक्षियाचा क्रमांच / Enrollment No 1293/30034/21456

70. रेबार्वर अंकारात पुरस्तानी Omanand Sharkorrac Kulkarni S10: Sharkorrac Kulharni C-6 flat no. 301 , lake lown bibavewadi take town bibavewald Pure City Variet Yard Pune City Pure

Mehorashira 411007



SH111531525DF



· आपला आधार क्रमांक / Your Aadhaar No. :

8515 6505 6401

आधार — सामान्य माणसाचा अधिकार



GOVERNMENT OF PROPE



विश्वयं संबद्धाल कृष्यानी Dovorand Sharkarrae Kultarri on all / Year of Birth: 1972 TOT I Viste



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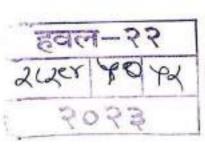
आधार — सामान्य माणसाचा अधिकार













523/28294 क्रिकार 23 डिमेंबर 2023 3:02 ग.नं.

हरत गोपवारा भाव-1

जयन22 दम्न क्रमांक: 28294/2023

इस्त बमार्फ: हकत्22/28294/2023

बाबार मुन्द: म, 00/-

बोयहवा: म. 2,15,46,000/-

भरतेने मुद्रांक शुल्कः रू.1,08,000/-

रू, मि, मह, दू, मि, हबन22 वांचे नार्यानपान at, st. 28294 av ft.23-12-2023

रोजी 257 म.नं. बा. हवर नेला.

नोंदगी फी

x. 30000.00

दम्त हाताळणी की

गावनी 30531

द्रोपापटर देवानंद अंकर कुलकणी

×. 1400.00

पृष्टांची संख्या: 70

THEY: 31400.00

पावनी विश्वांक: 23/12/2023

गादरकरवाराचे नाव: गिद्धी औंद्यहर्शपत्रिय प्रोप्रायदरशिय फर्म वर्ष

दम्त हजर बरणाऱ्याची नहीं:

Jt.Sub Registrar Haveli 22

ब्रम्याचा प्रकार; हायर परचंग करारनामा

मुद्रांक शृत्कः (5-ह-अ-)उत्पादन किया पर्वकेम किया गोहळा योज्यापासुन नक्त मिळवण्याच्या हेतृते प्रमार माध्यमातर केलेल्या जातिराती संदधि असेन

शिहा कं, 1 23 / 12 / 2023 02 : 57 : 55 PM ची चेळ: (मादरीकरण)

शिक्षा में, 2 23 / 12 / 2023 02 : 58 : 28 PM जी जेक: (पी)

प्रसिद्धा पञ

ह सहर वस्तरेण हा सीएको पालका १५७८ चीलाँच सम्बोधन्य तरबुद्देशुस्तरय मीवर्गास करणा के लिए होते. के प्राणानिक संपूर्व प्राणान विश्वासक व्यवसी, शासींगर/३१ जार्य व संदर्भ राजास्य = न्यार की संदर्भ स्वासी श्रहे. बरवाचा संस्था राज्या आपात । कालाको अस्त ध्रापातक व क्षित्र का त्यांता है कर के स्टब्स का अवस्था के स्टब्स के अवस्था का है कर की का कार्यास्त्रे, पुजरूत । सन्दान्त्रं स्टाता प्रकार स्टान्ट आसून प्रान्तव कवी र्वपूर्ण कुरावरा है विष्यादकारी राजन.

दस्त गांचवारा भार-2

20422 EPR ##1#: 28294/2023

23/12/2023 3 01:16 PM

इस्त इमांक :हकार22/28294/2023 क्ष्माचा प्रकार :-सावर परचेस करारमामा

मध्यकाराचे नाय य पता धनु ₩.

नाव-एके महाजबर परिचवन महामंडळ नि. (टीआएए) गांमी नेअरबन व मॅनेजिन दायोक्टर हाँ, संजय कीलने वर्फ ब्रिस्टन स्वाधरीकरीकरिना अर्दिट सेनेजीच बावरेक्टर निनीन नार्वेकर नर्फे संदर्शकानिता चीफ हाफिक मैनिजन (कमलियन) भी दनावय हिंदे पता :पार्ट नं: -, भावर नं: -, इमारतीचे नाव: मुख्य कार्यानक शकरबंठ रोप, स्वारवंड, पुचे , स्वीन वं: -, गेड वं: -, बहारामु, पुचे

नाज:विद्धी औदाहरोपसिन प्रोप्रायररशिष पर्य तथै प्रोप्रायरर देवानंद विहन प्रेयार वप:-51 अंकर रूपकर्णी यनतः प्लॉट नं: -, माजा नं: -, इमारतीचे नाव: कार्यात्रम विश्ववेचारी, पुत्ते , वर्ताक मं -, रीव मं -, मद्राराष्ट्र, पुने, पेन नगर:AORPK0416R

पश्चवाराचा प्रकार

निहन देशार TY:-35 omerit.





धापाचित्र





इसा प्रमाणित

प्रगीन क्लाएंबर बनन देशार नथावधीत. हाथर परचेस करारनामा. जा क्ला ऐक्ज बनन दिन्याचे रुकुर करनात. शिक्षा क.3 भी केळ:23 / 12 / 2023 03 : 00 : 46 PM

वदर रामन दुरवम निर्वधक यांच्या ओळखीचे असून दम्नारेखन करन देशा-गाना व्यक्तीलः ओळखरान, व न्यांची ओळख पटविवान

अनुक. प्रश्नकाराचे नाव व पना

नाव वसील गमेश्वर विठीवा वीरकर --बय:28 चना:रक्षर हाजम, केम्प , पुत्रे चित्र बोच:411001







क्रिक्श क.4 ची वेळ:23 / 12 / 2023 03 : 01 : 05 PM

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1	M S Siddhi Advertising	eChallan	69103332023122216536	MH012833666202324E	100000.00	SD	0006772828202324	23/12/2023
2		DHC		1223220912167	1400	RF	12232209121670	23/12/2023
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28294/2023

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असह पुरवम निवयक (वर्ग-१) हर्वेली क्रें 🎨 विनांक 23 / 91 / १०२१

