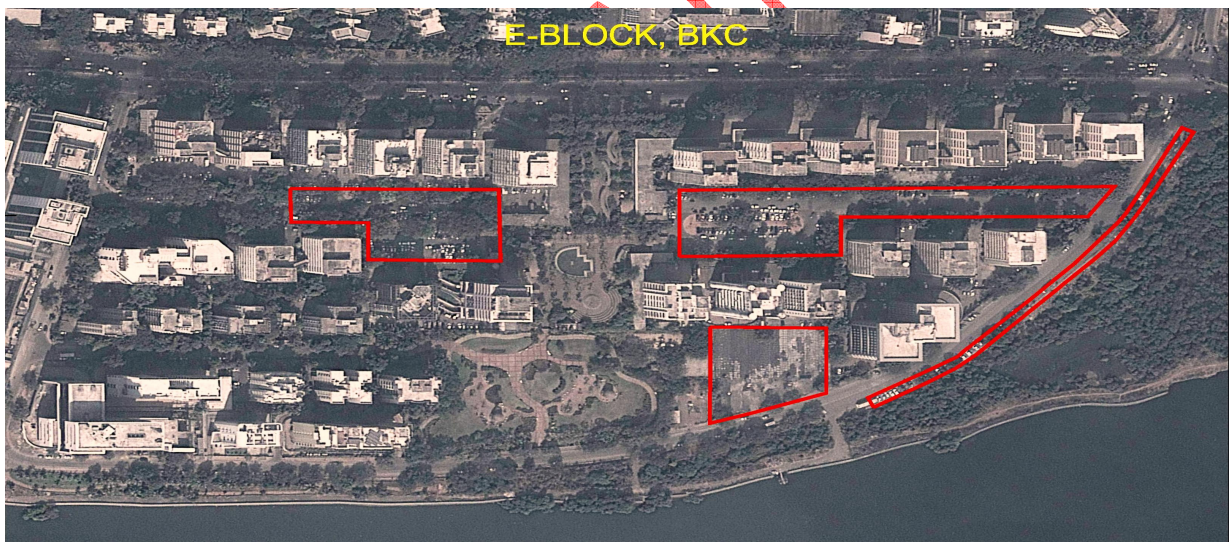


OFFER FORM NO.



**BID DOCUMENT FOR OPERATION OF PAY & PARK
AT
BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI – 400 051.**

September, 2013

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051

Tel. No. : +91 22 2659 0000 (4 Lines), Direct : 91 22 26591244

Fax : +91 22 2659 1264, Web Site : www.mmrdamumbai.org

DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Bid Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, observed if any, should be given to the office mentioned below immediately.

**Metropolitan Commissioner,
Mumbai Metropolitan Region Development Authority
Bandra-Kurla Complex, Bandra (East) Mumbai 400051
Fax No.: 00 91 22 26595939, 26591264.**

If this office receives no intimation by the date, which is 7 days prior to pre-bid conference, it shall be presumed that the Bidder is satisfied that this Bid Document is complete in all respects.

- 2 Neither MMRDA, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document nor is it possible for MMRDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. MMRDA recognises the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.
- 3 Neither MMRDA nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document and any other information supplied by or on behalf of MMRDA or their employees or otherwise arising in any way from the selection process.
- 4 MMRDA reserves to itself the right to reject any or all of the Bids submitted in response to this bid document at any stage without assigning any reasons whatsoever.
- 5 MMRDA reserves to itself the right to change any or all of the provisions of this Bid Document. Such changes will be intimated to all parties procuring this Bid Document prior to pre-bid conference.

INSTRUCTION TO BIDDER

All Bidders shall note the following:

- (a) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this bid document may be considered non-responsive and may be liable for rejection.
 - (b) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.
 - (c) All communication and information should be provided in writing and in the English language only.
 - (d) The metric system shall be followed for units.
 - (e) All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
 - (f) No change in, or supplementary information to a Bid shall be accepted once submitted. However, MMRDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MMRDA, may be a ground for rejecting the Bid.
 - (g) The Bids shall be evaluated as per the criteria specified in this Bid. However, within the broad framework of the evaluation parameters as stated in the bid document, MMRDA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
 - (h) The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
 - (i) MMRDA reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
 - (j) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MMRDA reserves the right to vet and verify any or all information submitted by the Bidder.
 - (k) If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MMRDA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MMRDA and if MMRDA is adequately satisfied.
 - (l) The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MMRDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
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INDEX

Sr. No.	Contents	Page No.
I	Notice	6
II	Introduction	
1.	Introduction	8
2.	Bandra-Kurla Complex & Finance and Business Centre	8
3.	Details of Parking Spaces & Reserve Price	8
III	Bid Details	
4.	Offer from MMRDA	10
5.	Present status of the Parking Lots	10
6.	Parking Area	10
7.	Method of Operation & Tariff collection	11
8.	Entry & Exit operation	11
9.	Execution of License Agreement	11
10.	Eligibility and Competency of the bidder	11
11.	Schedule for submission of Bid	12
12.	Pre-Bid Meeting	12
13.	Procedure for submitting bids	12
14.	Evaluation of the bids	13
15.	Validity of the Offer and Earnest Money Deposit (EMD)	14
16.	Extension of Validity of Offer	14
17.	Inspection of Parking Spaces	14
18.	Security Deposit	14
19.	Payment Schedule	15
20.	Parking Charges	15
21.	Vehicles Exempted	15
22.	Terms & Conditions for Operation and Maintenance	15
23.	Payment of other charges	19
24.	Interpretation	19
25.	Reservation	19
IV.	Forms for submission	
	Form A : Eligibility Proposal	21
	Form B : Financial Proposal	24
	Form C : Pre bid Meeting	27
	Form D : Bank Guarantee	28
V.	Annexures	
I.	Annexure I(1) to I(3) – Parking Lot Plans.	32 - 35
II.	License Agreement	36 - 51

FOR INFORMATION ONLY

NOTICE

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA)

(A Govt. of Maharashtra Undertaking)

Plot No. C-14 & 15, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.

Tel. No.2659 4000 / 2659 0001-04, Fax No. 2659 1264

Email : mmrda@giasbm01.vsnl.in website: <http://www.mmrdamumbai.org>

MMRDA invites bids for Operating and Maintenance of Parking Lots at Bandra-Kurla Complex, Bandra (East), Mumbai

Mumbai Metropolitan Region Development Authority (MMRDA) constituted under the Mumbai Metropolitan Region Development Authority Act, 1974 has been developing Bandra- Kurla Complex (BKC) as a Finance and Business District Centre at centrally located place in Greater Mumbai. A large number of Govt. Offices, Social & Commercial Institutions, Financial Institutions & Banks such as Sales Tax, Income Tax, Family Court, MSDC, Commissioner of Labour, Central Excise, CMC, Arya Vidhyamandir, Asian Hart Hospital, American School of Mumbai, Dhirubhai Ambani School, ICAI, BDB, American Consulate, MCA, UTI, ICICI, IL&FS, NABARD, NSE, BOB, BOI, City Bank, SBI, Dena Bank, SEBI, SIDBI, ING Vaishya Bank have already established their offices in BKC. Others like, Punjab National Bank and Canara Bank, OBC have committed to establish their offices in BKC. A convention and exhibition plot of 7.5 ha. has also been allotted. **BKC is thus emerging as a new business district of Mumbai. MMRDA has also developed & planned to develop constructed Public Car Parking Premises at Plot No. C-56 & RG-1A, C-66 in G-Block of BKC for which Plot of Land has already been allotted & work is in process.**

The MMRDA has therefore created certain parking spaces along the road and certain parking spaces temporarily on certain plots of land to meet the present demand of the Public Car Parking, for which bids were invited but did not get appropriate response to some of the Parking Lots of which details are given below :-

Sr. No.	Name of Parking Lots	Approx. Spaces		
		Two Wheeler	Four Wheeler	Buses
1.	Bandra- Kurla Complex, 'G' Block Plot No.R1-5, R1-6, R1-7 & R1-8.	98	224	87
2.	Bandra- Kurla Complex, 'G-Txt' Block CTM-1 (Part)	39	103	50
3.	Bandra-Kurla Complex, 'E' Block , 15 Mtr. Road, Opp. AG Office & Metropolitan Bldg. & School Plot, Near Metropolitan Bldg.	-	262	-

Offer from MMRDA: MMRDA now invites bids for operation of the above Parking Lots from prospective agencies for Three-year period.

Eligibility of the bidder:

1. The bidder should be competent to enter into contract under the Indian Contract Act, 1872.
2. The bidder should have experience of minimum 2 years in operating and maintaining Pay & Park Systems.
3. The bidder should have gross annual turnover during the last financial year of a sum equal to five times of the Reserve Price of the respective Parking Lots and furnish the certificate issued by Government approved Chartered Accountant.

Sale and submission of bid documents:

The bid document containing the details of parking areas, details of Earnest Money Deposit, procedure of submission of bids and their evaluation, terms and conditions of operation of Pay & Park and prescribed forms of bid will be available for sale in the office of the Dy. Metropolitan Commissioner, MMRDA, Lands Cell, 4th Floor, MMRDA Office Building, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 on payment of Rs. 10,000/- by a Demand Draft drawn in favour of "MMRD Fund" payable at Mumbai. Sealed bids will be received in the office of the Dy. Metropolitan Commissioner, MMRDA. The details (excluding prescribed forms of bid) are also available on MMRDA's Web Site: <http://www.mmrdamumbai.org>

Schedule:	
Sale of bid documents	From 2 nd September, 2013 between 10.00 AM to 4.00 PM except Saturday & Sunday and Public Holidays in Lands Cell, 4 th Floor, MMRDA
Pre Bid Meeting	16 th September, 2013 at 11.00 AM in the Committee Room, 6 th Floor, MMRDA
Last date of sale of documents	20 th September, 2013 up to 12.00 Noon
Last date of receipt of sealed bids	20 th September, 2013 up to 4.00 PM in Lands Cell, 4 th Floor, MMRDA
Opening of bid	20 th September, 2013 at 4.30 PM in the Committee Room, 6 th Floor, MMRDA

Any bid received, after the appointed date and time for receipt of bid will be invalid and be rejected. MMRDA reserves to itself the liberty to reject all or any bid including the highest bid without assigning any reason.

For further enquiry contact: Shri Anil Wankhade, Dy. Metropolitan Commissioner. Tel. No. 022 26591244

(U. P. S Madan)
Metropolitan Commissioner,
MMRDA

FOR INFORMATION ONLY

II

INTRODUCTION

OPERATING AND MAINTAINING PARKING LOTS AT BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI

1. INTRODUCTION

The Mumbai Metropolitan Region Development Authority (MMRDA) is a body corporate constituted and established under the provisions of Mumbai Metropolitan Region Development Authority Act, 1974 (Maharashtra Act IV of 1975). The MMRDA has been appointed as the Special Planning Authority for the Bandra-Kurla Complex Notified Area by the State Government in exercise of its powers under Section 40 (l) (c) of the Maharashtra Regional & Town Planning Act, 1966.

2. BANDRA-KURLA COMPLEX AND INTERNATIONAL FINANCE & BUSINESS CENTRE

MMRDA has been developing Bandra-Kurla Complex (BKC) as a Finance and Business District Centre at centrally located place in Greater Mumbai. A large number of Govt. Offices, Social & Commercial Institutions, Financial Institutions & Banks such as Sales Tax, Income Tax, Family Court, MCA, MSDC, Commissioner of Labour, Central Excise, CMC, Arya Vidhyamandir, Asian Hart Hospital, American School of Mumbai, Dhirubhai Ambani School, ICAI, BDB, American Consulate, MCA, UTI, ICICI, IL&FS, NABARD, NSE, BOB, BOI, City Bank, SBI, Dena Bank, SEBI, SIDBI, IDBI, ING Vaishya Bank have already established their offices in BKC. Others like, Punjab National Bank and Canara Bank, OBC have committed to establish their offices in BKC. A convention and exhibition plot of 7.5 ha. has also been allotted. **BKC is thus emerging as a new business district of Mumbai. MMRDA has also developed & planned to develop Public Car Parking Premises at Plot No. C-56 & RG-1A, C-66 in G-Block of BKC for which Plot of Land has already been allotted & work is in process.**

3. DETAILS OF PARKING SPACES & RESERVE PRICE

The MMRDA has therefore created certain parking spaces along the road and certain parking spaces temporarily on certain plots of land details of which are given below :-

Sr. No.	Name of Parking Lots	Approx. Spaces			Reserve Price (per month)
		Two Wheeler	Four Wheeler	Buses	
1.	Bandra- Kurla Complex, 'G' Block Plot No.R1-5, R1-6, R1-7 & R1-8.	98	224	87	419684/-
2.	Bandra- Kurla Complex, 'G-Txt' Block CTM-1 (Part)	39	103	50	161450/-
3.	Bandra-Kurla Complex, 'E' Block, 15 Mtr. Road, Opp. AG Office & Metropolitan Bldg. & School Plot, Near Metropolitan Bldg.	-	262	-	506088/-

Plans showing Car Parking Spaces are annexed as **Annexure - I (01) to I (03)** [Plan showing the vehicular entry / exit & Places].

FOR INFORMATION ONLY

III

BID DETAILS

4. OFFER FROM MMRDA :

The MMRDA is absolutely seized and possessed of and is well and sufficiently entitled to these Parking Lots & the Plots of Land temporarily meant for the Parking (hereinafter collectively referred as "said Parking Lots") as aforesaid and intends to operate & maintain the said Parking Lots on where it is as it is basis for a term of Three year in consideration of the monthly License Fee payable by the bidder. The Draft License Agreement to be executed and registered in this behalf is annexed hereto as **Annexure - II**. The Draft License Agreement discloses the clear and marketable title of the MMRDA to the said Parking Lots and its authority to dispose them for operation and maintenance. The MMRDA intends to operate & maintain the said Parking Lots, subject to the terms, conditions and covenants stated hereinafter and in the Draft License Agreement and invites offers or proposals to operate & maintain said Parking Lots containing spaces as mentioned in Para - 3 hereinbefore for a term of Three years in consideration of monthly License Fee. The bidder proposing the highest monthly License Fee not less than the Reserve Price stated in Para – 3 hereinbefore shall be the successful bidder. The License Fee proposed by the Bidder shall be increased by 10% every year of the License fee of previous year. The License Fee for three months shall be paid in advance. Before completion of three months period the License Fee of the next three months period is to be paid at least 15 days in advance. This License Fee amount is to be paid to MMRDA without any deductions whatsoever. The bidder shall have to pay Service Tax on the License Fee as per the existing Policy. The bidder shall also have to pay Security Deposit of the amount equal to License Fee for last six months of the License period and has to also submit Bank Guarantee for an amount equal to 9 months of the License fee within 15 days from the date of issue of offer letter, but in any case before executing the License Agreement. The Security Deposit is to be paid by a Demand Draft / Pay Order / Bankers cheque of a Scheduled Bank drawn in favour of "MMRD Fund" payable at Mumbai **OR** furnish a Bank Guarantee of a Scheduled Bank, situated in Mumbai for the same. The Bank Guarantee for a Security Deposit amount shall always keep valid for a period of 42 months i.e. License period of 36 months and additional six months and the Bank Guarantee for an amount equal to 9 months of the License fee shall always keep valid for a period of 36 months.

5. THE PRESENT STATUS OF THE PARKING LOTS :

The Parking Lots are duly surfaced by Paver Blocks or Cement Concrete duly marked the spaces of the parking and area for the movement of the vehicles. The prospective Bidders have to installed movable / portable cabin for its operation, Security check post, Parking Ticketing System, etc.

6. PARKING AREA:

The Pay and Park under this bid shall be restricted to the area shown in the plan enclosed herewith as Annexure – I (1) to I (3) and the successful bidder shall :

- (i) Allow the Bicycles, Cars, Two Wheelers, LCV/Truck, and Bus/Mini Bus to be parked in the designated area only. However no parking charges shall be collected from the person parking the Bicycle.
- (ii) Restrict the parking activity to a maximum as per the layout enclosed. The bidder shall be allowed to park any other vehicle other than the designated vehicle, whenever designated vehicle is not available for parking at a given time, without disturbing the parking area. But total Nos. of excess vehicle parked shall not exceed more than 20% of permissible parking limits as shown in the Plan referred to above

- (iii) Regulate movement of vehicle, roads within the parking area and bays in an organised manner to minimise the delay in parking and imparking of vehicles.
- (iv) Erect boards of 3' X 2'6" size, painted in **retro reflective lettering** in Marathi & English mounted at appropriate places indicating the parking stand, fare, and entry & exit gates.
- (v) Display proper signs and markings for efficient vehicle guidance within the parking area.
- (vi) Strictly maintain cleanliness within the parking area
- (vii) Be kept open parking area round the clock.

7. METHOD OF OPERATION AND TARIFF COLLECTION:

The Bidder shall get the parking tickets (with the help of Hand Held Pay & Park Electronic Device) with serial numbered, counter – foils showing location of Parking Lots, Name of Authorized Licensee, Date, Vehicle No., Time 'In & Out', List of approved parking charges and Notice indicating that the Vehicles are parked at owner's risk and keep the ticket in front of steering, etc. However there shall not be any objection, if Bidder put up Computerized System for calculation of parking charges at their own cost. Bidder shall check each & every vehicles before entering in to Parking Lots from security point of view by appointment of Security Guard and should follow the instruction issued from time to time by the MMRDA / Police Authority. The bidder shall have to allow the parking on daily basis only for the use by general public.

8. ENTRY AND EXIT OPERATIONS:

The bidder shall provide adequate personnel for regulating the car parking use by the users. However they shall at all time duly observe the provision of the respective Acts / Rules / Regulations as may be applicable and any Re-enactment or modification of the same and will not act in contravention of the provision of the said Acts / Rules / Regulations. Necessary measures shall be taken during the peak periods to avoid traffic jam in the vicinity.

9. EXECUTION OF LICENSE AGREEMENT:

The MMRDA shall execute and register the License Agreement in in the Form annexed hereto as **ANNEXURE – II** in accordance with and subject to Mumbai Metropolitan Region Development Authority (Disposal of Land) Regulation 1977.

10. ELIGIBILITY AND COMPETENCY OF THE BIDDER:

A person fulfilling the following criteria shall be eligible to bid:

- (i) The bidder should be competent to enter into contract under the Indian Contract Act, 1872.
- (ii) The bidder should have experience of minimum 2 years in operating pay & park systems.
- (iii) The bidder should have gross annual turnover during the last financial year of a sum equal to five times of the Reserve Price of the respective Parking Lots and furnish the certificate issued by Government approved Chartered Accountant..
- (iv) The bidder should submit an affidavit on Rs 100/- court fee stamp paper along with the Form - 'A' that;
 - (a) They have not been declared/ adjudged as bankrupt/ insolvent by any institution or Govt. or by court.

- (b) They have not been blacklisted by Govt. or any other Authority for failure to pay any Govt. dues,
- (c) They have not been convicted under any law for an offense involving moral turpitude or any criminal activities etc.

11. SCHEDULE FOR SUBMISSION OF BID :

Sale of bid documents	From 2 nd September, 2013 between 10.00 AM to 4.00 PM except Saturday & Sunday and Public Holidays in Lands Cell, 4 th Floor, MMRDA
Pre Bid Meeting	16 th September, 2013 at 11.00 AM in the Committee Room, 6 th Floor, MMRDA
Last date of sale of Bids	20 th September, 2013 up to 12.00 Noon
Last date of receipt of Bids	20 th September, 2013 up to 4.00 PM in the Lands Cell, 4 th Floor, MMRDA
Opening of bid	20 th September, 2013 at 4.30 PM in the Committee Room, 6 th Floor, MMRDA

12. PRE-BID MEETING:

Pre Bid meeting will be held on **16th September, 2013** at 11.00 A.M. in the Committee Room, 6th floor, MMRDA. Those who have purchased the bid document will be eligible to attend the Pre-Bid meeting. Clarifications sought by the prospective bidders shall reach this office in writing 7 days before pre-bid meeting, will be replied in the pre-bid meeting and would be circulated by way of minutes to all those purchased the bid document. Such minutes will also form part of the bid document. The intending bidders must hand over **Form-C** enclosed at end of this document in original duly filled-in to permit him entry to the pre-bid meeting.

13. PROCEDURE FOR SUBMITTING BIDS:

The Bidder shall submit **separate bid for each Parking Lot**. No common bid for more than one or all parking lots shall be accepted and be treated as non-eligible.

The bidder shall submit his bid for each Parking Lot in two parts: One part shall contain all information and documents required to determine his eligibility, EMD & Bank Guarantee and the other part shall contain the financial offer. These two parts shall be submitted in separate sealed envelopes as explained hereafter: -

ENVELOPE - I (ELIGIBILITY PROPOSAL - FORM - A)

ENVELOPE -I (Eligibility Proposal) shall contain the required information in **Form-A** given in the bid document and the documents supporting the eligibility of the bidder as outlined in Para – 10 and a Bank Draft / Pay Order / Bankers Cheque towards **Earnest Money Deposit (EMD) of Rs. 2,00,000/-** (Rupees Two Lakh Only) drawn in favour of **MMRD Fund** payable at Mumbai and **Bank Guarantee equivalent to Six months of Reserved Price** stated in Para – 3 hereinbefore in the prescribed **FORM – D** valid for a period of Six months along with a certified copy of the last financial year audited statement of accounts and a copy of the Income Tax Returns of the last Assessment Year. However Authority reserves right to recover any such losses as stated in Para – 14 hereinafter from prospective Bidders as arrears of land revenue with interest due their on as per the provision of the MMRDA Act, 1974. **The bidder should submit the original bid document signed & sealed on all pages except Form-B in Envelope-I.** The Eligibility Proposal shall be submitted in a sealed envelope superscripted as **“Eligibility Proposal to operate**

and maintain Parking Lot No. at (Name of the Parking Lot) in Bandra-Kurla Complex, Bandra (East), Mumbai.” The name of the bidder shall also be distinctly written on the Envelope - I.

ENVELOPE - II (FINANCIAL PROPOSAL - FORM - B)

ENVELOPE - II (Financial Proposal) shall contain only the **Form - B** (in original by tearing off) from the bid document mentioning the License Fee offered to the MMRDA for License of Parking Lot not less than the Reserve Price. The Financial Proposal shall be submitted in a sealed envelope superscripted as “**Financial Proposal: To operate and maintain Parking Lots No. at (Name of the Parking Lot) in Bandra-Kurla Complex, Bandra (East), Mumbai**”. The name of the bidder shall also be distinctly written on the Envelope - II. **Please note that the EMD and Bank Guarantee shall not be included with the Financial Proposal and any bid quoting a license fee lower than the reserve price would stand automatically rejected.** **Form - A** and **Form - B** are available in the bid document.

ENVELOPE - I and **ENVELOPE - II** shall be placed in a single, large envelope superscripted as “**An Offer for License to operate and maintain Parking Lot No. at (Name of the Parking Lot) in Bandra-Kurla Complex, Bandra (East), Mumbai**”. The name of the bidder shall also be distinctly written on the large envelope as well.

14. EVALUATION OF BIDS:

The bids so received will be considered by MMRDA. The eligibility will be determined in the first instance on the basis of the information provided and supported by the documents furnished by the bidder in **ENVELOPE - I**. The financial proposal contained in **ENVELOPE - II** will be opened along with Envelope - I and evaluation on the basis of the information furnished in the Eligibility Proposals of the bidder quoting the highest monthly License Fee will be done first. In case he is not found eligible then evaluation of the next highest bidder will be done.

If the bid made by the highest bidder stands rescinded for any reason, the EMD shall be forfeited & Bidder shall be debarred from participation in future Parking Lots tenders invited during next Three Years. The offer may be made to the next higher bidder. However the Bank Guarantee submitted by the Bidder along with the offer in Envelope – I equal to an amount of Six months License Fee at the rate of Reserve Price shall be encashed to minimize the loss to the MMRDA on account of the difference in the rate of the License Fee offered by the Highest Bidder and the License Fee offered by the next Highest Bidder & so on.

A bidder suggesting an amendment or a modification to any condition or covenant of the Draft of License Agreement will be reckoned as an ineligible bid. However if the offer made to the highest bidder stands rescinded, MMRDA reserves the right to abandon the bidding process without following the procedure mentioned in the foregoing.

When more than one bids received for the said purpose happen to quote equal License Fee, the allotment shall be decided by drawing lots.

15. VALIDITY OF THE BID & EARNEST MONEY DEPOSITS (EMD):

The bid shall remain valid for acceptance by the Authority for a period of 6 months effective from the date of opening of Envelope - I and shall not be revocable by the bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the Earnest Money deposited by the bidder.

On receipt of the written request, MMRDA will refund the EMD of the ineligible bidder whose bid is not opened. The EMD / Bank Guarantee of the eligible bidder whose financial bid is opened will be refunded after the process is completed or after expiry of 6 months validity period (minimum 6 months or the extended period as explained in para 16), whichever is earlier.

The EMD will bear no interest. The encashment of Demand Draft/Bank Pay Order deposited by the bidder as the Earnest Money shall not be construed that he is eligible.

16. EXTENSION OF VALIDITY OF BID:

In the exceptional circumstances, prior to expiry of the validity period, the MMRDA may extend the validity period for a specific period not exceeding 3 months. For such extended period, the bidder will be entitled to receive interest on the EMD at 6% simple interest per annum calculated on the basis of 365 days factor.

17. INSPECTION OF PARKING SPACES :

Before submitting the bid, the bidder should visit the premises of the Parking Spaces for ascertaining the location, surroundings or any other matters considered relevant.

For inspection of Parking Spaces or any further information, bidder may contact **Shri S. K. Desai, Lands Manager (I), MMRDA** on any working day between 11.00 a. m. & 1.00 p. m. and 2.00 p. m. & 5. 00 p. m. on phone 022- 2659 4102.

18. SECURITY DEPOSIT:

(a) The bidder whose bid is found to be the highest and who shall be communicated the acceptance of his bid by the Authority shall pay a sum of rupees equal to License Fee of a last six months License period by a Demand Draft / Pay Order / Bankers cheque of a Scheduled Bank drawn in favour of "MMRD Fund" payable at Mumbai **OR** furnish a Bank Guarantee of a Scheduled Bank, situated in Mumbai, within 15 days of such communication and shall keep such Bank Guarantee always valid for a period of 42 months i.e. License period of 36 months and additional six months as security for the due and faithful performance of the obligations devolving upon the Licensee under the License Agreement. The encashment or its discharge as the case may be, will be regulated as stated in Article - 4 of the Draft License Agreement.

(b) The Security Deposit by way of the Bank Guarantee as stated in (a) above shall always be kept valid by the bidder in favour of the Authority, during the subsistence of the License and additional six months and shall be returned to the bidder upon the determination of the License on the efflux of its term. Provided that if the License shall be determined for any reason other than the default of the bidder, the Security so offered shall, subject to the Authority's rights to receive amounts, if any, due from the bidder under the License, be discharged and returned to the bidder.

(c) No interest on the Security Deposit shall be payable by the Authority.

19. PAYMENT SCHEDULE:

The successful bidder shall pay the 3 months License Fee in advance 15 days prior to end of the 3 months period as indicated and if the bidder fails to deposit the amount by Demand Draft on due date to MMRDA, the same shall be recovered from the amount of the Security Deposit or the Bank Guarantee submitted for an amount of the total license fee shall be encased to that extend without any intimation or notice and the bidder shall reinstate the same by fresh Deposit or Bank Guarantee. However the Authority reserves right to accept the said payment after due date along with a interest as may be fixed by the Authority for delayed payment. The bidder shall also pay the Service Tax on the License Fee as per the existing Policy.

20. PARKING CHARGES:

The bidder shall recover parking fees only at the rates mentioned below :-

Hours	Rate		
	Two Wheeler	Four Wheeler	Bus
Up to 1 Hrs.	5/-	15/-	25/-
1 – 3 Hrs.	10/-	20/-	45/-
3 – 6 Hrs.	15/-	30/-	75/-
6 – 12 Hrs.	20/-	55/-	145/-
Above12 Hrs.	25/-	65/-	180

The bidder shall obtain the approval from MMRDA before fixing any rates for parking from time to time.

21. VEHICLES EXEMPTED:

Following vehicles are exempted from paying the parking fees:

- (i) Police Vehicles (for their emergency work only)
- (ii) Fire fighting vehicles (for their emergency work only)
- (iii) Ambulances (for emergency purposes only)
- (iv) MMRDA's at least one vehicle shall be exempted at any time
- (v) Bicycles

22. THE TERMS & CONDITIONS FOR OPERATION AND MAINTENANCE:

- 1) The bidder shall use the Parking Lot for the purpose of parking and for no other purpose whatsoever.
- 2) The bidder shall operate, manage and maintain the Parking Lots until reoccupied by the Authority.
- 3) The Parking Lot should have separate Entry & Exit and the Bidder shall check each & every vehicle before entering a Parking Lot from security point of view and shall appointment a Security Guard for the same. The Security Guard appointed for this purpose should completely inspect the Vehicle including Dike & interior part. He should also verify the lower portion of the Vehicle by Mirror Trolley.
- 4) The Bidder should keep Register at the entry of the Parking Lot and record all relevant details of the Vehicle along with name of the Driver address, Mobile No., etc. and In & Out time of the Vehicle parked in the Parking Lot.
- 5) The Bidder should maintain Register recording the Name & Address of the persons deployed for operation of the Parking Lot with their Photos and also give the said information to the nearest Police Station.
- 6) The Bidder should install necessary CCTV Camera to monitor the movement in

the Parking Lot and if any doubtful / suspected movement noticed, the same should be reported to the nearest Police Station.

- 7) During the Security check, if any doubtful / suspected vehicle is noticed, the same should immediately be reported to the nearest Police Station.
- 8) The bidder is entirely responsible for any thefts, pilferage or damage to the vehicles while they are parked in the parking areas.
- 9) The bidder should not occupy excess parking area than that allotted and if noticed so, action will be taken to terminate the Agreement / recover penalty as deemed fit by the Metropolitan Commissioner.
- 10) The bidder is not permitted to levy any service charges or collect any deposit from the public other than the parking fee. However the deposit as deemed fit and with the permission of Metropolitan Commissioner, MMRDA can be charged in case of automated charging system.
- 11) Bidder should charge the parking charges as fixed by the MMRDA or as may be revised from time to time with the approval of the Metropolitan Commissioner on the terms & conditions as may be agreed including increase in the rate of License Fee.
- 12) The Bidder shall display a Notice Board in English & Marathi on the conspicuous part of the said Parking lot essentially indicating that –
 - a) MMRDA Parking Lot operated by -;
 - b) Parking charges as approved by the MMRDA;
 - c) Vehicles parked are at Owner's Risk & Cost and that the MMRDA shall not be responsible for any loss, damages or theft of vehicles parked in the Parking Lot for whatever reason;
 - d) Name of the MMRDA's representative and Operators representative with Tel. No. to whom the complaint, if any to be lodged;
 - e) Availability of Suggestions & Complaint Book.
- 13) The day-to-day maintenance of the parking including the following is the responsibility of the bidder.
 - (a) To issue receipts of token at the entry and exit gates.
 - (b) To make good any damages caused by his operations, to the property of MMRDA in the parking area.
 - (c) To ensure orderly parking of the vehicles in the designated areas, and to upkeep the speed breakers provided at the entry and exit gates.
 - (d) All personnel working at these systems should be uniformed. The bidder shall provide uniform to his personnel working at the Pay & Park systems.
 - (e) In the event of an accident involving serious injuries or damages to human life or death of any of his employee and or trespassers, the bidder will intimate the same to the police immediately. The claims regarding these should be settled by the bidder. The bidder shall be liable to make good at his cost any plant or materials belonging to the Authority lost or damaged in the event of an accident.

- (f) The bidder shall not be entitled to receive any commission or fee from the Authority for collection of parking charges during the period of License. The bidder is entitled to earn the profit / commission in the form of parking charges accrued over and above the monthly License Fee payable to the Authority during License period, regardless of the amount of parking charges collected. Further, no payments or reimbursement whatsoever shall be made towards the additional facilities and automation equipment such as computers etc.
- (g) The Bidder should indemnify and keep indemnified the Authority against any and all claims for damage, which may be caused to any person, movable or immovable property in consequence of the usage of the Parking Lot and also against all payments whatsoever which during subsistence of this license may become payable or be demanded by the Municipality or any local authority in respect of the Parking Lot or of anything done under the authority herein contained including claims under the respective Acts / Rules / Regulations as may be applicable in this respect.
- (h) In case of any vehicle being found to be abandoned in the parking area, the bidder will intimate the same to the police immediately and get it removed.
- (i) The Bidder shall comply with the provisions of the Bombay Motor Vehicles Tax Act, 1958 (Bom.LXV of 1958) and Maharashtra Fire Prevention and Life Safety Measures Act, 2006 and rules made there under.
- 14) The Bidder shall pay all rates and taxes and assessment whatsoever which are payable or may hereafter be levied and payable to the Govt., MCGM or any other authority in respect of the Parking Lots.
- 15) If any amount payables by the Bidder under the license are delayed, the MMRDA shall be at liberty and recover interest for the period for which payment has been delayed at the rate of 14% p.a. or at the rate as may be decided by the MMRDA. The payment of interest for delayed payment does not deprive the MMRDA of its rights to termination of the agreement for breach of conditions of non-payment of the amount due within specified period.
- 16) The Bidder shall not make any alternations or additions to the Parking Lots and keep the Parking Lots clean and in good order and condition and shall use the Parking Lots only for the purpose of Parking of vehicles and not for any other purpose whatsoever.
- 17) The Bidder shall not give preference to any person and will allow the parking strictly on 'First come First served' basis. They shall not allow any space in the Parking Lot to be kept reserved for parking of vehicles of particular person / persons or of any company.
- 18) The Bidder shall not permit to be parked in the Parking Lots more vehicles than for which the provision is shown in the Plan annexed as Annexure 1(1) to 1(3). Parking of additional vehicles up to maximum of 20% of permissible parking limits as shown in the Plan referred to above will be allowed to incorporate variation in size of vehicles, subject to parking the vehicle in disciplined manner and should not exceed the Parking Lot area.
- 19) The Bidder shall permit the employees of the MMRDA or any other person authorized by the MMRDA to enter upon and inspect the Parking Lot and to call for any information relating to their vehicle and record maintained by the Bidder in this behalf.

- 20) The Bidder shall not engage or employ any person suffering from any disease contagious, infectious or otherwise dangerous to human life and health.
- 21) In the event of the said Parking Lot is being required for MMRDA use or required to be closed for any reason, the MMRDA shall be at liberty to terminate the License even before the expiry of the license period and the Bidder shall vacate the site forthwith and shall not claim any compensation, damages or loss in fees and shall not claim for any alternate site. However Bidder shall be entitled to claim prorata refund of monthly license fees.
- 22) If any bidders deliberately provides incorrect information in his bid, or create / creates circumstances for the acceptance of his bid, MMRDA reserves the right to reject such bid at any stage.
- 23) The bidder shall not sub-let, transfer; assign the Parking Lots or any part thereof. In the event of the bidder contravening these conditions, Metropolitan Commissioner shall be entitled to terminate the License. The bidder shall be liable for any loss or damage which the Authority may sustain as decided by the Metropolitan Commissioner in the consequence arising whereupon. The bidder does not have any right to claim damages or losses whatsoever.
- 24) MMRDA reserves the right to foreclose the License by giving a notice of 15 days to the bidder.
- 25) In the event of breach of any of the terms and condition as contained in this Bid document, the Metropolitan Commissioner of the MMRDA or any other Officer appointed on this behalf shall be liberty to revoke the license within seven days notice or penalty will be imposed / charged in case of such observation / default.
- 26) The Bidder shall be liable to pay the penalty in case of –

a)	The Security Guard / Attendant not in Uniform / Identity Card	Rs. 100/-
b)	The parking bays are not painted / no signage	Rs. 200/-
c)	The Boards showing Name of the Operator, Rate Schedule, etc. not displayed	Rs. 500/-
d)	Parking tickets are not printed with hand held Electronic Device	Rs. 500/-
e)	The Vehicles are not parked in discipline manner	Rs. 500/-
f)	Suggestions / Complaint Book / Required Registers are not maintained at site choky	Rs. 100/-
g)	Portable site choky is not provided on site	Rs. 500/-
h)	Security Guard /Attendant not appointed at Parking Lot	Rs. 500/-
i)	Security checking at the entry is not done	Rs. 500/-
j)	Operator is found charging higher rates those prescribed OR parking excess than the prescribed limit is found (Month shall be of 26 operative days)	One day license fee.
k)	CCTV Camera's are not installed	Rs.1000/- per day

The penalty charges indicated above are per observations / defaults found during the visit by the representative of the MMRDA.

23. PAYMENT OF OTHER CHARGES:

In addition to the Security Deposit & License Fee, payable by the bidder, the following charges will have to be paid separately:

- i. Legal documentation charges.
- ii. Charges for registration of document under the Indian Registration Act and the Stamp Duty charges.
- iii. Charges payable to the Municipal Corporation of Greater Mumbai for Property Tax, supply of water etc.
- iv. The successful bidder will have to pay the TCS (Tax Collected at Source) in addition to the monthly License Fee at prevailing rates to the Authority.

24. INTERPRETATION:

In case of any dispute or differences of opinion in the matter of the interpretation of the terms of this document or anything which shall arise there from, such dispute or difference shall be decided finally by the Metropolitan Commissioner, MMRDA, and his decision shall be conclusive and binding upon the bidder.

The Mumbai Metropolitan Region Development Authority reserves to itself the liberty to reject all or any bid including the highest bid without assigning any reason. Nothing contained herein shall confer any right upon a bidder or any obligation upon the Metropolitan Authority.

Nothing contained in this bid document is intended to be a representation or promise enforceable at law against the Authority.

25. RESERVATIONS

The Authority reserves the right:

- (i) to discharge all bids received and to re-invite offers; and
- (ii) to modify marginally and not substantially the recitals; conditions and covenants of the Draft License Agreement at any time before its execution.

FOR INFORMATION ONLY

IV

FORMS FOR SUBMISSION



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Operating & Maintaining of Parking Lot No. ____ at
_____ in Bandra-Kurla Complex, Bandra
(East), Mumbai – 400 051

FORM 'A'
FORM OF OFFER (ELIGIBILITY PROPOSAL)

Instructions:

- (a) Strike out whichever is not applicable.
- (b) The applicant should initial all additions and alternations in this form.
- (c) Where necessary, information may be furnished on separate sheets, which should be signed, and
- (d) All necessary supporting documents required for proving the eligibility, registration and legality should be submitted.

1. Applicant's (Company's) full name (Use block letters) :

--

2.

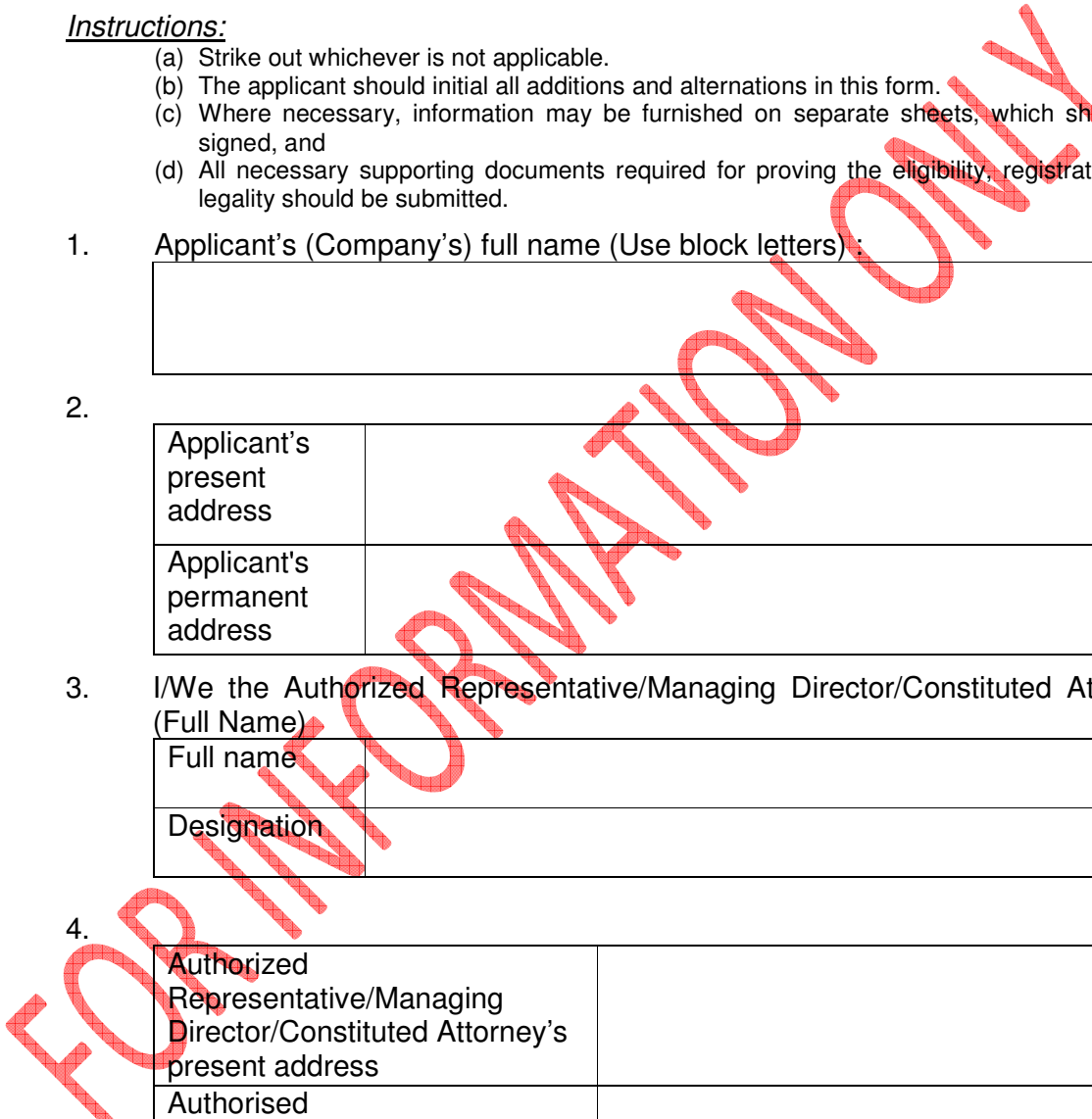
Applicant's present address	
Applicant's permanent address	

3. I/We the Authorized Representative/Managing Director/Constituted Attorney (Full Name)

Full name	
Designation	

4.

Authorized Representative/Managing Director/Constituted Attorney's present address	
Authorised Representative/Managing Director/Constituted Attorney's permanent address	



5. The details of our business are as follows:

Nature & Details of business :	
Year of establishment:	
Registration/License details :	
Organization Structure:	
Detail of existing license for operating any parking spaces:	
Financial Status of last financial year:	
Work Experience:	

Following relevant documents are enclosed in support of the above:

- a) The certificate of Gross Annual Turnover of the last financial year issued by Government approved Chartered Accountant.
- b) Details of operation related to pay & park system in last two years.
- c) An affidavit on Rs 100/- stamp paper along with the form - 'A' that;
 - i) They have not been declared/ adjudged as bankrupt/ insolvent by any institution or Govt. or by court.
 - ii) They have not been blacklisted by Govt. or any other Authority for failure to pay any Govt. dues,
 - iii) They have not been convicted under any law for an offense involving moral turpitude or any criminal activities etc.

6. I/We enclose in this Envelope (**ENVELOPE-I**) a Demand Draft of (Name of the bank) for **Rs. 2,00,000/- (Rupees Two Lakh Only)** being Earnest Money Deposit and a Bank Guarantee of Rs./- of a (Name of the Scheduled Bank), equivalent to Six months of Reserved Price stated in Para – 3 of the Bid Document in the prescribed **FORM – D** valid for a period of six months, towards our offer for “**Operation and Maintenance Parking Lot No. _____ at _____**”

in Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051”
 We submit herewith a certified copy of the last financial year audited statement of accounts and a copy of the Income Tax Returns of the last Assessment Year and aware that Authority reserves right to recover any such losses as stated in Para – 14 of the Bid Document from me/us as arrears of land revenue with interest due their on as per the provision of the MMRDA Act, 1974.

I/We understand that no interest on this Earnest Money Deposit is payable to me/us:

Note : Payment to be made only by way of Demand Draft/Pay Order/banker's cheque drawn on a scheduled bank and payable at Mumbai in favor of **MMRD FUND** and submit a Bank Guarantee of a Scheduled Bank only.

7. If my/our offer is not accepted by the MMRDA, the Earnest Money Deposit of **Rs. 2,00,000/- (Rupees Two Lack Only)** paid by me/us and a Bank Guarantee submitted hereof shall be returned to me/us without interest.

8. Any notice or letter of communication addressed to me/us at the address given below: _____

_____ will be deemed a valid and proper notice of intimation to me/us.

9. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding my/our eligibility.

Mumbai

Date:

(Authorized representative's signatures)

Full Name, Designation and the name of the Applicant Agency.

FOR INFORMATION ONLY



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

**Operating & Maintaining of Parking Lot No. _____ at _____
in Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051**

FORM 'B'
FORM OF OFFER (FINANCIAL PROPOSAL)

Instructions:

- (a) Strike out whichever is not applicable.
- (b) The applicant should initial all additions and alternations in this form.
- (c) Where necessary, information may be furnished on separate sheets, which should be signed and
- (d) All necessary supporting documents required for proving the eligibility, registration and legality should be submitted.

FORM OF APPLICATION/OFFER FOR ALLOTMENT

(Vide Regulation No.6 of the MMRDA (Disposal of Land) Regulations, 1977)

1. Applicant's (Company's) full name (Use block letters)

--

- 2.

Applicant's present address	
Applicant's permanent address	

3. I/We the Authorised Representative/Managing Director/Constituted Attorney (Full Name)

Full name	
Designation	

Authorised Representative/Managing Director/Constituted Attorney's present address	
Authorised Representative/Managing Director/Constituted Attorney's permanent address	

desire and hereby make an offer for " Operation and Maintenance of Parking Lot bearing Sr. No. _____ at _____
_____ in Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051

4. I am/ We are/my/our principals are willing to pay the License Fee of Rs...../- (in figures) per month (Rupees) (in words) per month for the Parking Lot bearing Sr. No. _____ at _____, which shall be increased by 10% every year of the License fee of previous year. For every 3 months period starting from the date of the execution of Agreement, License Fee at the above rate will be paid in advance at least 15 days before the commencement of such 3 months period without any deductions whatsoever, failing which the same shall be recovered from the amount of the Security Deposit or the Bank Guarantee submitted for an amount of the total license fee shall be encashed to that extend without any intimation or notice to me and I/We shall reinstate the same by fresh Deposit or Bank Guarantee.
5. I am / We are / my / our principals are willing to pay within 15 days from the date of issue of offer letter by the Authority, the Security Deposit of **Rs. _____** /- (in figures) (Rupees _____ (in words) equal to License Fee of a last six months License period by a Demand Draft / Pay Order / Bankers cheque of a Scheduled Bank drawn in favour of "MMRD Fund" payable at Mumbai or by way of a bank guarantee of scheduled Bank valid for a period of 42 months and shall submit a Bank Guarantee **Rs. _____** /- (in figures) (Rupees _____ (in words) equal to License fee of 9 months valid for a period of 36 months,.
6. I/We have submitted in **ENVELOPE-I** a Demand Draft of _____ (name of the bank) **Rs. 2,00,000/- (Rupees Two Lakh only)** being Earnest Money Deposit and a Bank Guarantee of Rs. _____ /- of a _____ (Name of the Scheduled Bank), equivalent to Six months of Reserve Price stated in Para – 4 of the Bid Document, on which no interest is payable to me/us.
7. If my/our offer is not accepted by the MMRDA, the Earnest Money Deposit of **Rs _____ /- (Rupees _____ only)** paid by me/us under paragraph 6 hereof shall be returned to me/us without interest.
8. If my/our offer is accepted by the MMRDA and if I/We fail to pay the Security Deposit and the License Fee for the first three months in advance and a Bank Guarantee of a sum equal to 9 months license fee within 15 days from the date of issue of the offer letter by the Authority, the agreement concluded between us shall stand rescinded by the Authority and the amount of Earnest Money Deposit paid my me/us under this offer shall stand absolutely forfeited to the Authority, without prejudice to the rights and powers of Authority to recover compensation for loss or damage, if any suffered in consequence of such breach by me/us to so pay the monthly License Fee to the Authority. I shall be debarred from participation in future Parking Lots tenders invited during next Three Years and offer shall be made to the next higher bidder, however the Bank Guarantee submitted by the me / us as stated in Sr. No. 6 above along with the offer in Envelope – I equal to an amount of Six months License Fee at the rate of Reserve Price shall be encashed to minimize the loss to the MMRDA on account of the difference in the rate of the License Fee offered by the Highest Bidder and the rate of the License Fee offered by the next Highest Bidder & so on. Authority reserves right to recover any such losses over and above the amount of the Bank

Guarantee as arrears of land revenue with interest due there on as per the provision of the MMRDA Act, 1974

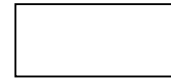
9. I/We shall keep this offer valid for a period of six months effective from the date of opening of **ENVELOPE-I** of the offer and shall not revoke or vary it before the expiry of six months from such date and in the event of my/our failing to observe and perform this liability, the Earnest Money Deposit paid under this offer, shall **stand absolutely forfeited to MMRDA.**
10. Any notice or letter of communication addressed to me/us at the address given below:

will be deemed a valid and proper notice of intimation to me/us.
11. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding allotment.
12. I/We declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to revoke at any time acceptance of my/our offer for Operation and Maintenance of the " **Parking Lot.**"
13. I/We hereby declare that I/we have read and understood the rules governing the Operation and Maintenance of the Parking Spaces, inspected the title of space and plans of the Parking Spaces, examined the draft of various agreements to be executed and do hereby undertake to execute them when called upon to do so, and abide by the decision of the Authority.

Mumbai
Date:

(Authorized representative's signatures)
Full name, Designation and the Name of
the Applicant & the Agency with its stamp

FOR INFORMATION ONLY



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM 'C'

FORM FOR ATTENDING PRE-BID MEETING

Operating & Maintaining of Parking Lot No. ____ at
_____ in Bandra-Kurla Complex, Bandra (East),
Mumbai – 400 051

Instructions:

- (a) Only Two representatives of intending Bidders/ Company are allowed to attend the meeting.
- (b) The intending Bidders must handover this Form-C in original duly filled-in to permit him entry to the pre-bid meeting.

1. Applicant's (Company's) full name (Use block letters):

--

2. Full Name of the representatives who are attending the pre-bid meeting (Use block letters)

1.
2.

(Authorized Representative's Signature,
Full Name, Designation
along with Stamp/Seal of the Company)

FOR INFORMATION ONLY

FORM 'D'

FORM OF BANK GUARANTEE

BANK GUARANTEE FOR PERFORMANCE SECURITY

This Deed of Guarantee made this ____ day of _____, 2013 by _____ (Name of the Bank & Branch) _____, situated at _____ (Address) _____ (hereinafter referred to as the “**said Bank**”) in favour of the **Mumbai Metropolitan Region Development Authority** having their address as Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter referred to as the “**said Authority**”).

AND WHEREAS the **said Authority** invited the bid for operation & maintenance of the Parking Lot in BKC with the condition that the prospective bidder has to submit a Bank Guarantee of a Scheduled Bank situated in Mumbai for an amount of Rs. _____/- (Rupees _____ only) i.e. an amount equal to Six month License fee at the rate of Reserve Price stated in the Bid Document, valid for a period of Six months from the date of opening of the Bid.

WHEREAS M/s _____, having their office at _____ (hereinafter referred to as the “**said Bidder**”) have to submit the said bid on _____ (Date of submission of bid) _____ for Operation & Maintenance of the Parking Lot bearing Sr. No. _____ at _____ (Place of the Parking Lot) _____ in the E / G /G-Txt Block of Bandra-Kurla Complex (hereinafter referred to as the “**said Bid**”).

AND WHEREAS the **said Bidder** has approached the **said Bank** hereinabove mentioned and at their request and in consideration of the agreement arrived at between the **said Bidder** and the **said Bank**, the **said Bank** has agreed to give such guarantee as hereinafter mentioned to the said Authority.

NOW THEREFORE, these presents witness that We, the **said Bank** by the hands of _____, its lawfully and duly constituted Authority hereby undertakes to pay to the **said Authority** a sum of **Rs.** _____/- (**Rupees** _____ **only**) by virtue of this guarantee against the loss or damages cause to or suffered by the **said Authority** by the reason of non acceptance of the offer made by the said Authority for operation & maintenance of the Parking Lot of which Bid submitted by the **said Bidder** as per the **said Bid** as stated hereinbefore and for the payment of any money or moneys payable by the **said Bidder** to the **said Authority** after acceptance of the offer made by the **said**

Authority under the terms & conditions of the **said Bid**. Decision regarding the loss or damages or payment due to being solely at the discretion of the **said Authority**. We, the **said Bank** further, undertakes to pay the aforesaid amount in a lump sum on demand or such part thereof as the **said Authority** may demand from time to time irrespective of the fact whether the **said Bidder** admits or denies such claim or questions its correctness in any court, tribunal or arbitration proceedings or before any authority. We the **said Bank** do hereby also undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the **said Authority** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **said Authority** by reason of any breach by the **said Bidder** of any of the terms and conditions in the said Bid. Any such demand made on the **said Bank** shall be conclusive as regards the amount due and payable by the **said Bank** under the guarantee and shall be restricted to an amount of **Rs. _____/- (Rupees _____ only)**. The aforesaid guarantee will remain in force and we, the **said Bank** shall be liable under the same irrespective of any concession of time being granted under the terms and conditions of the **said Bid** or fulfilling the terms and conditions of the **said Bid** agreed by the **said Bidder** and the guarantee will remain in full force irrespective of any changes in the terms and conditions or stipulations or any variation in the terms of the **said Bid** irrespective of notice of such change and/or variation in the terms and/or conditions of the **said Bid**. Further, we, the **said Bank** shall not be released from this guarantee by any forbearance or the exercise or non-exercise of any of the power or rights under the **said Bid** by the **said Bidder** irrespective of whether notice of such forbearance, enforcement or non-enforcement of any power or right, modification or changes made in the **said Bid** or concessions shown to the **said Bidder**, but shall in all respects and for all purposes be binding and operative until payment of all moneys, due or that may hereafter become due to the **said Authority** in respect of any liability or obligation of the **said Bidder** under the **said Bid**.

We the **said Bank** further agree that the guarantee herein contained shall remain in full force and effect till Six months from the date of submission of the **said Bid** i.e. _____ and during the period that would be performable till all the dues of the **said Authority** under or by virtue of the terms and conditions of the **said Bid** have been fully paid and all claims satisfied or discharged or till **the said Authority** certified that the terms and conditions of the **said Bid** have been fully and properly carried out by the **said Bidder** and accordingly discharges the guarantee. And lastly the **said Bank**

undertakes not to revoke this guarantee during its currency except with the previous consent of the **said Authority** in writing.

The **said Bank** hereby declares that it has power to issue this guarantee under the _____ (Quote the Authority) _____ and the undersigned has full power to do so on its behalf under the Power _____ (Quote the Authority) _____ .

Notwithstanding anything contained hereinabove –

- (1) Liability under this guarantee is restricted to a sum not exceeding **Rs.** _____ /- **(Rupees _____ only).**
- (2) This Bank Guarantee shall remain in force up to _____, 2013.
- (3) We, the **said Bank** shall liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the **said Authority** serves us a written claim of demand on or before _____, 2013.

For & on behalf of _____ (Name of the Bank) _____

Dated this the _____, 2013

Signature

Place at _____

Name & Designation of the Authority

FOR INFORMATION ONLY

V

ANNEXURES

FOR INFORMATION ONLY

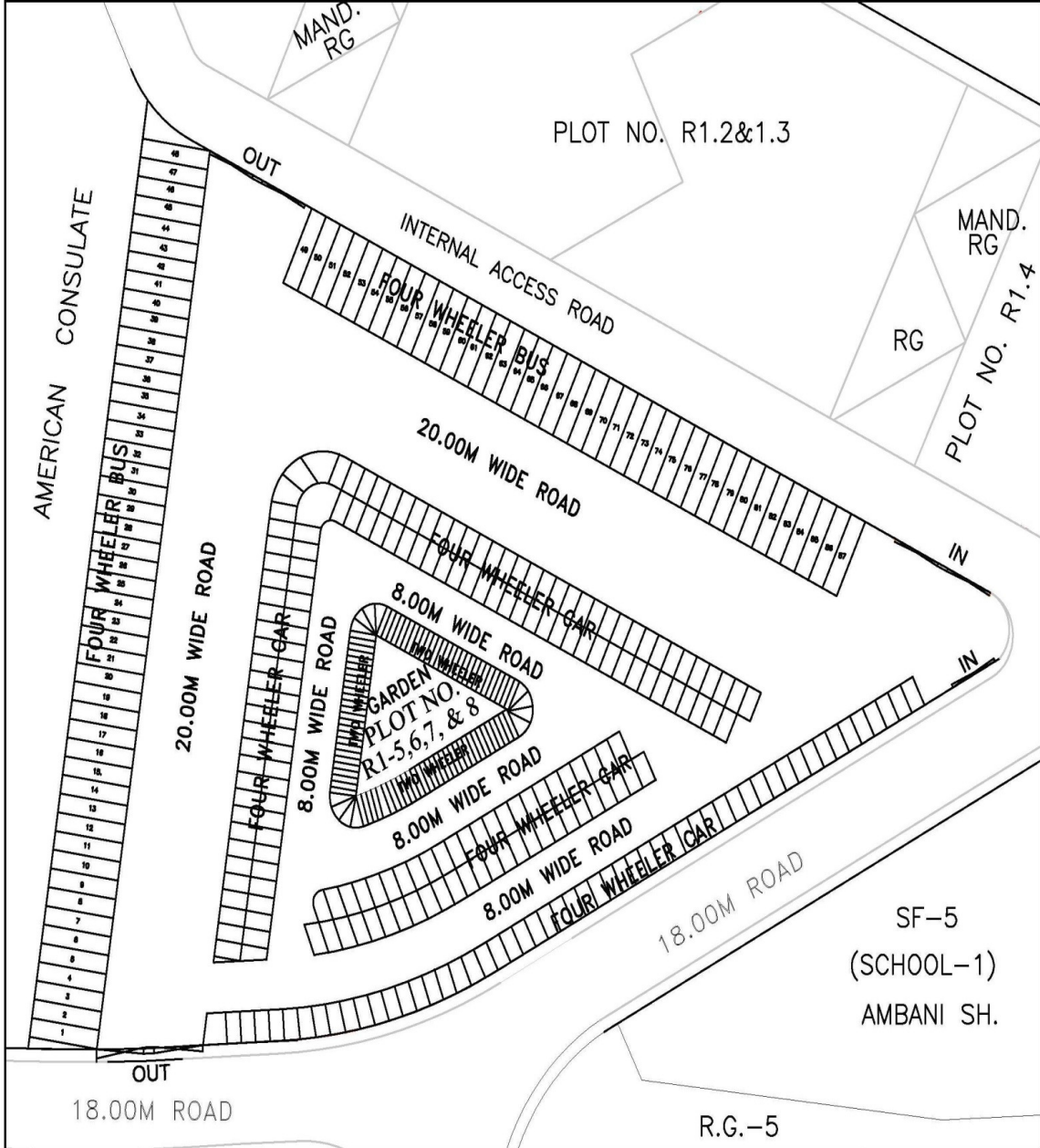
ANNEXURES – I (01) TO I (03)

COPIES OF THE PARKING LOT PLANS

Sr. No.	Name of Parking Lots	Approx. Spaces		
		Two Wheeler	Four Wheeler	Buses
1.	Bandra-Kurla Complex, 'G' Block Plot No.R1-5, R1-6, R1-7 & R1-8.	98	224	87
2.	Bandra-Kurla Complex, 'G-Txt' Block CTM-1 (Part)	39	103	50
3.	Bandra-Kurla Complex, 'E' Block, Opp. AG Office Bldg & Metropolitan Bldg. & School Plot, Near Metropolitan Bldg.	-	262	-

FOR INFORMATION ONLY

PARKING LOT AT BANDRA- KURLA COMPLEX, "G" BLOCK
PLOT NO.R1-5, R1-6, R1-7 & R1-8.

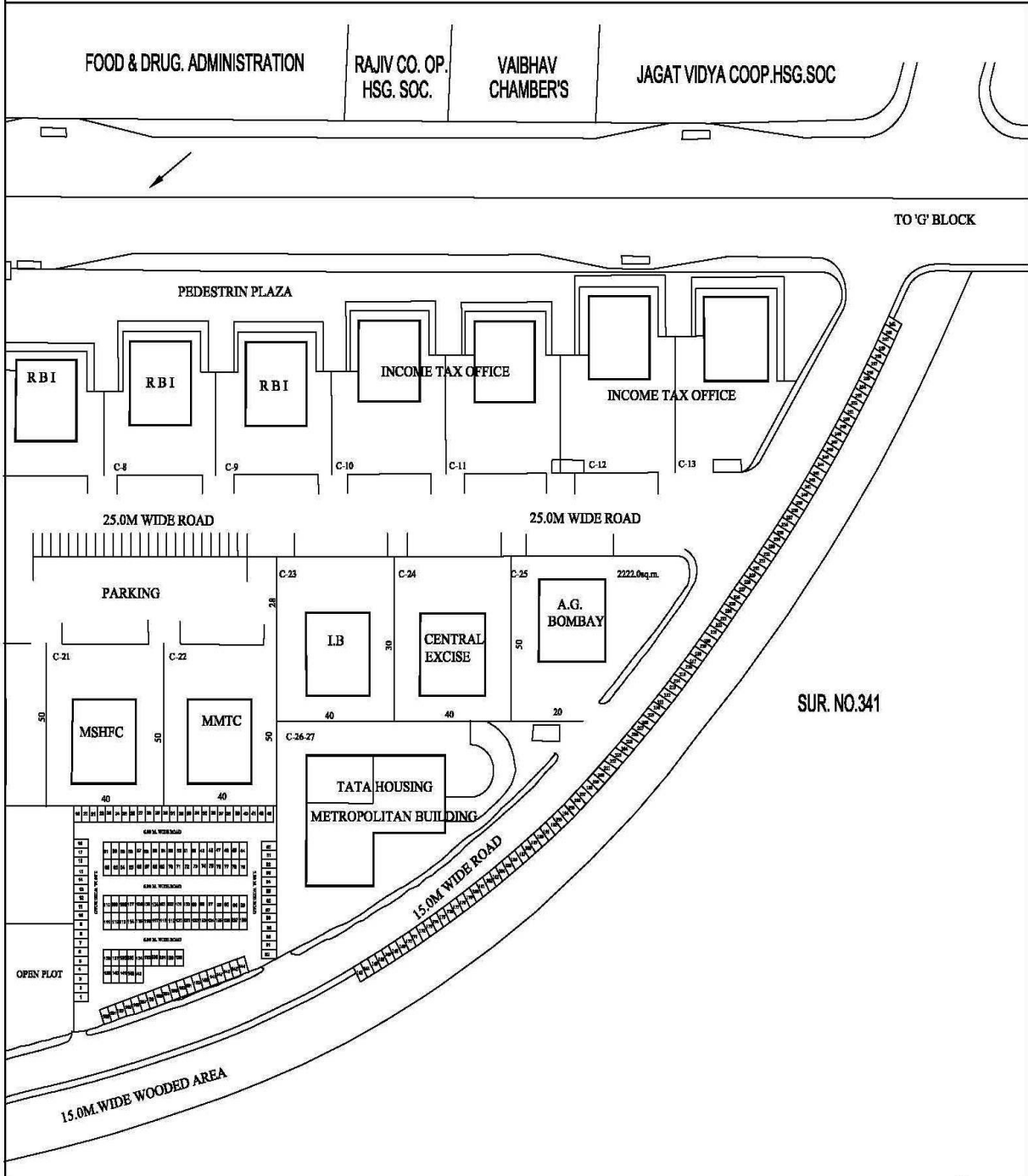


NOTES -

- TWO WHEELER - 98**
- FOUR WHEELER - 224**
- FOUR WHEELER BUS - 87**



PARKING LOT AT BANDRA- KURLA COMPLEX, "E" BLOCK,
IN SCHOOL PLOT AND OPP. AG OFFICE BLDG., NEAR METROPOLITAN BLDG.



SUR. NO.341

NOTES -

FOUR WHEELER PARKING - 262



DRAFT LICENSE AGREEMENT

THIS AGREEMENT made at Mumbai this _____ day of _____ Two Thousand Thirteen between the Mumbai Metropolitan Region Development Authority constituted and established under Section 3 of Mumbai Metropolitan Region Development Authority Act, 1974 and having its principal office on 7th floor, the Authority office building, plot Nos. C-14&15, near Drive-in-Theatre, E-Block of Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 herein after called the “**Authority**” (which expression, shall, unless the context does not admit, include its successor or successors and assign or assigns) as **ONE PART.**

AND

_____ hereinafter called “**the LICENSEE**” (which expression shall, unless the context does not admit, include its permitted Assign or Assigns of the **OTHER PART.**

WHEREAS:

1. The Government of Maharashtra has, by Government Memo No....., dated, in the Revenue & Forest Department sanctioned to grant to the Licensor land specified therein in ‘E’ Block of Bandra-Kurla Complex and Government Memo No.LND/2676/67979/CR-1073/G5, dated 20th February, 1985, in the Revenue & Forest Department sanctioned to grant to the Licensor land specified therein in ‘G’ Block of Bandra-Kurla Complex;
2. The Licensor is absolutely seized and possessed of and is otherwise well and sufficiently entitled to dispose of the said land sanctioned by the Govt. of Maharashtra stated hereinbefore;
3. The Licensor has laid out the said land in plots of varying sizes and intends to develop them by laying out roads and other amenities to provide necessary infrastructure;
4. The Licensor has accordingly developed the Roads and provided certain Parking Spaces along the Roads at certain places as shown in the plan annexed hereto as

ANNEXURE-I(7) and also planned Parking Premises on certain Plots in Bandra-Kurla Complex of which some are developed and put in operation and some are under development and therefore pending development of the balance Parking Premises, the Licensor have put certain vacant & unallotted Plots to be used temporarily for Parking of Vehicles as shown in the Plan annexed hereto as **ANNEXURE-I(1 to 4 & 8)** to meet the requirement of the Public Parking in the Bandra-Kurla Complex (hereinafter collectively referred to as the '**said Parking Lots**');

5. The Licensor is absolutely seized and possessed of the said Parking Lots having Parking Spaces as mentioned in the schedule hereinafter written and as shown in the Plan annexed hereto as **ANNEXURE-I(1 to 4)** and is well and sufficiently entitled thereto with its easementary and accessory rights and has absolute right, title, and authority to license the said Parking Lots;
6. The Licensor invited by its public Advertisement published in thepublications dated public offers to operate and maintain the said Parking Lots referred to there on and more particularly described in the para-4 hereinbefore for a term of Three years in consideration of the monthly License Fee as stated more particularly hereinafter;
7. The Licensee submitted his offer dated , offering to pay to the Authority the monthly License Fee of Rs..... (Rupees.....) for the Parking Lot Sr. No. named as which shall be increased by 10% every year of the License fee of previous year;
8. The Licensor has communicated to the Licensee its acceptance of such offer for the Parking Lot Sr. No. named as as stated in its Letter No.dated..... (hereinafter referred to as 'the said allotted Parking Lot');
9. The Licensee has paid to the Authority the License Fee of three months in advance amounting to **Rs./- (Rupees only)** Receipt No..... dated within 15 days of the date of issue of offer letter ;
10. The Licensee has further paid / furnished with the Authority within 15 days of the

communication by the Authority of acceptance of the offer submitted by the Licensee a sum of **Rs.**/- (Rupees only) equal to last six months License Fee vide Receipt No., dated / by Bank guarantee dated drawn on being a Security Deposit to secure the due and faithful performance of its duties and obligations hereunder. Further a Bank Guarantee dated of a sum of Rs./- drawn on being sum equal to 9 months.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE - 1

INTERPRETATION

In this Agreement, unless the context otherwise requires

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder.
- (b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law.
- (c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity).
- (d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- (e) The words "include" and "including" are to be construed without limitation.
- (f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively.
- (g) Schedules to this agreement form an integral part of this agreement as though they were expressly set out in the body of the agreement.

- (h) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- (i) References to recitals, articles, sub-articles, schedules or clauses in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, sub-articles, schedules and clauses of or to this Agreement.
- (j) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise.
- (k) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.
- (l) The Metropolitan Commissioner referred in this Agreement the Metropolitan Commissioner appointed under the Mumbai Metropolitan Region Development Authority Act, 1974.

ARTICLE - 2

GRANT OF LICENSE

In consideration of the monthly License Fee of Rs..... (Rupees.....) which shall be increased by 10% every year of the License fee of previous year, to be paid by the Licensee to the Authority as prescribed in the Article-4 and the covenants and agreements on the part of the Licensee hereinafter contained, the Licensor DOTM hereby grant license to the Licensee to use and occupy the said Parking Lot No. named as (hereinafter called as **'the said allotted Parking Lot'**) and more particularly delineated on the map annexed hereto as **Annexure-I(....)** together with amenities described below and the easementary and accessory rights vesting in the Licensor as aforesaid to hold said allotted Parking Lot stated hereinabove for a period of Three years computed from, 2013 the date of this agreement, subject nevertheless to the provisions of the Mumbai Metropolitan Region Development Authority Act 1974 and the Rules and Regulations made hereunder.

ARTICLE - 3

PERFORMANCE OF COVENANTS AND OBLIGATIONS BY LICENSEE

COVENANTS BY THE LICENSEE: - The Licensee doth hereby agree with the Authority as follows:

- (a) **To pay rates and taxes** – To pay all existing and future taxes, rates, assessments, land revenue and out-goings of every description for the time being payable either by the Licensor or by the Licensee or by the occupier in respect of the said allotted Parking Lot and anything for the time being thereon including all electricity and water supply charges payable to the relevant authority in respect of the said allotted Parking Lot referred hereinbefore including Stamp Duty & Registration Charges of this Agreement.
- (b) **Not to affix or display signboards, advertisements, etc.** - Not at any time during the continuance of the said term, to affix display or permit to affix or display on or from the said allotted Parking Lot any signboard, sky-sign, neon sign or advertisement without or with illumination or otherwise unless the consent in writing of the Metropolitan Commissioner has been previously obtained thereto.
- (c) **Alterations** - That no alteration or addition shall at any time be made to the said allotted Parking Lot or architectural features thereof except without the previous permission in writing of the Metropolitan Commissioner.
- (d) **To repair** - Throughout the said term at the Licensee's expense well and substantial to repair, pave, cleanse and keep in good and substantial repair and condition (including) all usual and necessary internal and external painting, color and white washing to the satisfaction of the Metropolitan Commissioner, the said allotted Parking Lot and all fixtures and all amenities provided thereon by the Licensor.
- (e) **To enter and inspect** - To permit the Metropolitan Commissioner and the officers, surveyors, workmen or others employed by him from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the said allotted Parking Lot and to inspect the state of repairs thereof and if, upon such inspection it shall appear that any repairs or any works are necessary, they or any of them may, by notice to the Licensee, call upon him to execute the repairs or such works and upon his failure to do so within a reasonable time the Licensor may execute them at the expense, in all respect, of the Licensee and recover such expenses from the Licensee.

- (f) To obtain permissions required to be obtained in law to use and occupy licensed premises for parking and sheltering motor vehicles for the time being.
- (g) **Nuisance** - Not to do or permit anything to be done on the said allotted Parking Lot, which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- (h) **User** - To use the said allotted Parking Lot for the purpose of Vehicle Parking only and for no other purpose.
- (i) **Indemnify** - To indemnify and keep indemnified the Licensor against any and all claims for damage, which may be caused to any person, movable or immovable property in consequence of the usage of the said allotted Parking Lot and also against all payments whatsoever which during subsistence of this license may become payable or be demanded by the Municipality or any local authority in respect of the said allotted Parking Lot or of anything done under the authority herein contained.
- (j) **Delivery of possession after expiration** - At the expiration or sooner revocation of the said licence, quietly to deliver unto the Licensor the said allotted Parking Lot and all erections then standing or being thereon PROVIDED always that the Licensee shall be at liberty if he shall have paid the License Fee and all outgoings including maintenance charges, electric and water supply bills etc. then due and shall have performed and observed the terms and conditions herein contained prior to the expiration of the said term to remove and appropriate to himself all his materials from the said demised premises but so nevertheless that the Licensee shall deliver up as afro said to the Authority the said allotted Parking Lot in good order and condition to the satisfaction of the Metropolitan Commissioner.
- (k) **Not to Transfer** - As the license being granted is personal, it will not be transferable whatsoever.
- (l) **Change in status of the Licensee** - No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the said allotted Parking Lot are given shall be recognized without the previous written consent of the Metropolitan Commissioner.
- (m) **Notice in case of death** - In the event of death of the Licensee the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Licensor within three months from such death.

ARTICLE – 4

PERFORMANCE OF DUTIES AND OBLIGATIONS BY LICENSEE

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Licensee shall perform the following duties and obligations:

1. SECURITY DEPOSIT

- (a) The Licensee has, deposited / furnished a Guarantee by a Schedule Bank situated in Mumbai to the Licensor for due and faithful performance of his obligations hereunder of a sum of Rs. (Rupees) equal to License Fee of last six months in advance as Security Deposit. The deposit so paid / Bank Guarantee so furnished shall be forfeited / encashed by the Licensor, if the Licensee shall commit any default or breach of any condition or covenant hereof. It is hereby declared and agreed by the Licensee that the decision of the Metropolitan Commissioner that the Licensee has so committed default or breach shall be final and conclusive and binding upon the Licensee.
- (b) The Security Deposit by way of the Bank Guarantee as stated in (a) above shall always be kept valid by the licensee in favour of the Licensor, during the subsistence of the Agreement and six months thereafter and the deposit / bank guarantee shall be returned to the Licensee upon the determination of the Agreement on the efflux of its term, PROVIDED THAT if the License shall be determined for any reason other than the default of the Licensee, the Security so offered by the Bank Guarantee shall, subject to the Licensor's rights to receive amounts, if any, due from the Licensee under this Agreement, be discharged and returned to the Licensee.
- (c) No interest on the Security Deposit shall be payable by the Licensor.

2. ADDITIONAL FACILITIES

- (a) The Licensee shall be at liberty to carry out necessary alterations to the said allotted Parking Lot and/or provide Additional Facilities, with the prior approval of the Metropolitan Commissioner. Such alterations and Additional Facilities shall not however cause harm to or be dangerous to the stability of the building.
- (b) Before carrying out such alterations to the said allotted Parking Lot and/or providing such Additional Facilities, the Licensee shall submit to the Metropolitan Commissioner a proposal (hereinafter referred to as Modification Proposal) clearly

outlining such alterations and/or Additional Facilities and its impact on the structural stability of the building and shall obtain his approval and also all other approvals or consents or permissions required to be obtained in law.

3. OPERATION AND MAINTENANCE

- a) The Licensee shall get the parking tickets (with the help of Hand Held Pay & Park Electronic Device) with serial numbered, counter – foils showing location of Pay & Park Lots, Name of Authorized Contractor, Date, Vehicle No., Time 'In & Out', List of approved parking charges and Notice indicating that the Vehicles are parked at owner's risk and keep the ticket in front of steering, etc. However there shall not be any objection, if Bidder put up Computerized System for calculation of parking charges at their own cost. Bidder shall check each & every vehicles before entering in to Parking Lots from security point of view by appointment of Security Guard and should follow the instruction issued from time to time by the MMRDA / Police Authority. The bidder shall have to allow the parking on daily basis only for the use by general public.
- b) The Licensee shall provide adequate personnel for regulating the car parking use by the users. Necessary measures shall be taken during the peak periods to avoid traffic jam in the vicinity.

4. THE TERMS & CONDITIONS FOR OPERATION AND MAINTENANCE:

- a) The Licensee shall use the Parking Lot for the purpose of parking and for no other purpose whatsoever.
- b) The Licensee shall operate, manage and maintain the Parking Lots until reoccupied by the Authority.
- c) The Licensee shall installed movable / portable cabin for its operation.
- d) The Parking Lot should have separate Entry & Exit and the Bidder shall check each & every vehicle before entering a Parking Lot from security point of view and shall appointment a Security Guard for the same. The Security Guard appointed for this purpose should completely inspect the Vehicle including Dike & interior part. He should also verify the lower portion of the Vehicle by Mirror Trolley.
- e) The Licensee shall keep Register at the entry of the Parking Lot and record all relevant details of the Vehicle along with name of the Driver address, Mobile No., etc. and In & Out time of the Vehicle parked in the Parking Lot.

- f) The Licensee shall maintain Register recording the Name & Address of the persons deployed for operation of the Parking Lot with their Photos and also give the said information to the nearest Police Station.
- g) The Licensee shall install necessary CCTV Camera to monitor the movement in the Parking Lot and if any doubtful / suspected movement noticed, the same should be reported to the nearest Police Station.
- h) During the Security check, if any doubtful / suspected vehicle is noticed, the same should immediately be reported to the nearest Police Station.
- i) The Licensee shall keep Suggestion & Complaint Book at Chowki.
- j) The Licensee is entirely responsible for any thefts, pilferage or damage to the vehicles while they are parked in the parking areas.
- k) The Licensee is not permitted to levy any service charges or collect any deposit from the public other than the parking fee. However the deposit as deemed fit and with the permission of Metropolitan Commissioner can be charged in case of automated charging system.
- l) Licensee should charge the parking charges as fixed by the MMRDA or as may be revised from time to time with the approval of the Metropolitan Commissioner.
- m) The Licensee shall display a Notice Board in English & Marathi on the conspicuous part of the said Parking lot essentially indicating that –
- (i) MMRDA Parking Lot operated by -,
 - (ii) Parking charges as approved by the MMRDA,
 - (iii) Vehicles parked are at Owner's Risk & Cost and that the MMRDA shall not be responsible for any loss, damages or theft of vehicles parked in the Parking Lot for whatever reason,
 - (iv) Name of the MMRDA's representative and Operators representative with Tel. No. Email ID to whom the complaint, if any to be lodged.
 - (v) Availability of Suggestions & Complaint Book.
- n) The day-to-day maintenance of the parking including the following is the responsibility of the Licensee :-
- (i) To make good any damage caused by his operations, to the property of MMRDA in the parking area.

- (ii) To ensure orderly parking of the vehicles in the designated areas, and to upkeep the speed breakers provided at the entry and exit gates.
- (iii) In the event of an accident involving serious injuries or damages to human life or death of any of his employee and or trespassers, the Licensee will intimate the same to the police immediately. The claims regarding these should be settled by the bidder. The Licensee shall be liable to make good at his cost any plant or materials belonging to the Authority lost or damaged in the event of an accident.
- (iv) The Licensee shall not be entitled to receive any commission or fee from the Authority for collection of parking charges during the period of License. The bidder is entitled to earn the profit / commission in the form of parking charges accrued over and above the monthly License Fee payable to the Authority during License period, regardless of the amount of parking charges collected. Further, no payments or reimbursement whatsoever shall be made towards the additional facilities and automation equipment such as computers etc.
- (v) The Licensee should indemnify and keep indemnified the Authority against any and all claims for damage, which may be caused to any person, movable or immovable property in consequence of the usage of the Parking Lot and also against all payments whatsoever which during subsistence of this license may become payable or be demanded by the Municipality or any local authority in respect of the Parking Lot or of anything done under the authority herein contained including claims under the respective Acts / Rules / Regulations as may be applicable in this respect.
- (vi) In case of any vehicle being found to be abandoned in the parking area, the Licensee will intimate the same to the police immediately and get it removed.
- (vii) The Bidder shall comply with the provisions of the Bombay Motor Vehicles Tax Act, 1958 (Bom.LXV of 1958) and Maharashtra Fire Prevention and Life Safety Measures Act, 2006 and rules made there under.
- o) If any amount payables by the Licensee under this Agreement are delayed, the MMRDA shall be at liberty and recover interest for the period for which payment has been delayed at the rate of 14% p.a. or at the rate as may be decided by the Licensor. The payment of interest for delayed payment does not deprive the Licensor

of its rights to termination of the agreement for breach of conditions of non-payment of the amount due within specified period.

- p) The Licensor shall not give preference to any person and will allow the parking strictly on 'First come First served' basis. They shall not allow any space in the Parking Lot to be kept reserved for parking of vehicles of particular person / persons or of any company.
- q) The Licensee shall not permit to be parked in the Parking Lots more vehicles than for which the provision is shown in the Plan annexed as Annexure-I (.....). Parking of additional vehicles up to maximum of 20% of permissible parking limits as shown in the Plan referred to above will be allowed to incorporate variation in size of vehicles, subject to parking the vehicle in disciplined manner and should not exceed the Parking Lot area.
- r) The Licensee shall permit the employees of the MMRDA or any other person authorized by the MMRDA to enter upon and inspect the Parking Lot and to call for any information relating to their vehicle and record maintained by the Licensee in this behalf.
 - 1) The Licensee shall not engage or employ any person suffering from any disease contagious, infectious or otherwise dangerous to human life and health. Further at all time duly observe the provisions of the respective Acts / Rules / Regulations as may be applicable and any Re-enactment or modification of the same and will not act in contravention of the provision of the said Acts / Rules / Regulations.
 - 2) In the event of the said Parking Lot is being required for Licensor use or required to be closed for any reason, the Licensor shall be at liberty to terminate the License even before the expiry of the license period by giving 15 days notice and the Licensee shall vacate the site forthwith and shall not claim any compensation, damages or loss in fees and shall not claim for any alternate site. However Licensee shall be entitled to claim prorata refund of monthly license fees.

5. INSURANCE

The Licensee shall at his cost and expense, insure the allotted Parking Lot against all insurable risks during the term of Agreement in accordance with Good Industrial Practice.

6. PAYMENT SCHEDULE

The Licensee shall pay monthly License Fee as offered of Rs./- (Rupees only) per month which shall be increased by 10% every year of the License fee of previous year, for every 3 months period starting from the date of the execution of this Agreement. License Fee at the above rate will be paid in advance at least 15 days before the commencement of such 3 months period without any deductions whatsoever, failing which the said sum due to the Licensor along with interest if any shall be recovered by forfeiting the deposit paid / encashment of bank guarantee furnished by the Licensee towards security deposit OR by encashment of the bank guarantee furnished for the sum equal to 9 months license fee, without any intimation or notice and the Licensee shall reinstate the same by fresh guarantee.

If the Licensee fails to deposit the License Fee for six subsequent months the Licensor can forth with terminate the license by suitably adjusting the Security Deposit and Bank Guarantee and take necessary action for the recovery of balance amount if any. However the Authority reserves right to accept the said payment after due date along with a interest as may be fixed by the Authority for delayed payment.

The Licensee shall pay the TCS (Tax Collected at Source) in addition to the monthly License Fee at prevailing rates to the Authority.

7. PARKING CHARGES:

The Licensee shall recover parking fees only at the rates mentioned below :-

Hours	Rate		
	Two Wheeler	Four Wheeler	Bus
Up to 1 Hrs.	5/-	15/-	25/-
1 – 3 Hrs.	10/-	20/-	45/-
3 – 6 Hrs.	15/-	30/-	75/-
6 – 12 Hrs.	20/-	55/-	145/-
Above 12 Hrs.	25/-	65/-	180

The Licensee has no freedom to change these rates. The Licensee shall obtain the approval from MMRDA before fixing any rates for parking from time to time.

8. VEHICLES EXEMPTED:

Following vehicles are exempted from paying the parking fee:

- (a) Police Vehicles (for their emergency work only)
- (b) Fire fighting vehicles (for their emergency work only)
- (c) Ambulances (for emergency purposes only)
- (d) MMRDA's at least one vehicle shall be exempted at any time.
- (e) Bicycles

9. PARKING AREA:

The said allotted Parking Lot shall be restricted to the area marked on the plan enclosed herewith as **ANNEXURE – I (01) to I (03)** and the Licensee shall -

- (a) Allow the Bicycles, Cars, Two Wheelers, LCV/Truck, and Bus/Mini Bus to be parked in the designated area only. However no parking charges shall be collected from the person parking the Bicycle.
- (b) Regulate movement of vehicle, roads within the parking area and bays in an organised manner to minimise the delay in parking and imparking of vehicles. Erect boards indicating the parking availability, fare and entry & exit gates at appropriate places and shall be of approved size, painted in retro reflective lettering.
- (c) Erect boards of **3' X 2'6"** size, painted in **retro reflective lettering** in Marathi & English mounted at appropriate places indicating the parking stand, fare, and entry & exit gates.
- (d) Display proper signs and markings for efficient vehicle guidance within the parking area.
- (e) Strictly maintain cleanliness of the allotted parking spaces, which includes driveways, etc. at their own cost.
- (f) Be kept open parking area round the clock.

10. PENALTY :

The Licensee shall be liable to pay the penalty in case of –

a)	The Security Guard / Attendant not in Uniform / Identity Card	Rs. 100/-
b)	The parking bays are not painted / no signage	Rs. 200/-
c)	The Boards showing Name of the Operator, Rate Schedule, etc. not displayed	Rs. 500/-
d)	Parking tickets are not printed with hand held Electronic Device	Rs. 500/-
e)	The Vehicles are not parked in discipline manner	Rs. 500/-
f)	Suggestions / Complaint Book not maintained at site choky	Rs. 100/-
g)	Portable site choky is not provided on site	Rs. 500/-
h)	Security Guard /Attendant not appointed at Parking Lot	Rs. 500/-
i)	Security checking at the entry is not done	Rs. 500/-
j)	Operator is found charging higher rates those prescribed OR parking excess than the prescribed limit is found (Month shall be of 26 operative days)	One day license fee.
k)	CCTV Camera's are not installed	Rs.1000/- per day

ARTICLE – 5

Recovery of License Fee as Land Revenue: - If and whenever any dues or the License Fee hereby reserved shall be in arrears, the same may be recovered from the Licensee as arrears of land revenue under the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

ARTICLE – 6

Re-entry:- If the said License Fee hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the conditions by the Licensee hereinbefore contained, or if the Licensee shall be adjudicated insolvent or bankrupt or shall renounce his character as such by setting a title in the third person or claiming a title in himself the Licensor shall be entitled to revoke the license and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable by the Licensor on account of improvements built or carried out on the said allotted Parking Lot, or claimed by the Licensee on account of improvements built or made.

ARTICLE – 7

Summary eviction of persons unauthorized occupying the said allotted Parking Lot on determination of the License: - If, on the revocation of the license, any person is found to be unauthorized occupying or wrongfully in possession of the said allotted Parking Lot, it shall be lawful for the Metropolitan Commissioner to secure summary eviction of such person in accordance with the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

ARTICLE – 8

Notice and Demand: - Any demand for payment or notice requiring to be made upon or given to the Licensee shall be sufficiently made or given if sent by the Authority through the post by registered letter addressed to the Licensee at the said allotted Parking Lot and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

ARTICLE – 9

NOTWITHSTANDING anything contained hereinabove, this Agreement is subject to terms & conditions as contained in the Bid Document duly signed and submitted by the Licensee and annexed hereto as ANNEXTURE-II.

ARTICLE – 9

INTERPRETATION:

In case of any dispute or differences of opinion in the matter of the interpretation of the terms of this Agreement or anything which shall arise there from, such dispute or difference shall be decided finally by the Metropolitan Commissioner or the Officer of the Authority nominated by him and his decision shall be conclusive and binding upon the Licensee.

ARTICLE – 10

Marginal Note: - The marginal notes do not form part of the Agreement and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto set and subscribed their hands and seal the day and year first above written.

SCHEDULE

DETAILS OF PARKING SPACES

Sr. No.	Name of Parking Lots	Approx. Spaces		
		Two Wheeler	Four Wheeler	Buses
1.	Bandra-Kurla Complex, 'G' Block Plot No.R1-5, R1-6, R1-7 & R1-8.	98	224	87
2.	Bandra-Kurla Complex, 'G-Txt' Block CTM-1 (Part)	39	103	50
3.	Bandra-Kurla Complex, 'E' Block, Opp AG Office Bldg.& Metropolitan Bldg. & School Plot, Near Metropolitan Bldg.	-	262	-

Plans showing Car Parking Spaces are annexed as **Annexure - I (1) to Annexure I (3)** [Plan showing the vehicular entry / exit & Places].

SIGNED AND DELIVERED for and on
Behalf of the Mumbai Metropolitan Region
Development Authority by the hand of
Shri.....

In the presence of -

- 1.
- 2.

SIGNED AND DELIVERED by the within
Named Licensee.....

In the presence of -

- 1.
- 2.