

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

OFFER DOCUMENT

FOR

GRANT OF PERMISSION TO DISPLAY ADVERTISEMENTS ON HOARDINGS ON THE VERTICAL FACES OF THE SUPERSTRUCTURE OF THE OBLIGATORY SPANS OF THREE FLYOVERS AND ONE TOLL PLAZA ON SION PANVEL HIGHWAY IN NAVI MUMBAI REGION

February, 2020

MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION LTD.

**Rajeev Gandhi Sea Link Project office,
Opp. Bandra Reclamation Bus Depot, Bandra (W),
Mumbai – 400050**

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To be received up to	15:00 hrs on _____
To be submitted online	On using the E-tender system of MSRDC i.e. https://mahatenders.gov.in

Issued to M/s. _____

On _____

Maharashtra State Road Development Corporation Ltd., Mumbai

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OFFER DOCUMENT

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Maharashtra State Road Development Corporation Ltd.

(A Govt. of Maharashtra Undertaking)

Rajeev Gandhi Sea Link Project office, Opp. Bandra Reclamation Bus Depot, K.C. Marg, Bandra (W), Mumbai -400 050, Maharashtra State, INDIA. Tel. No. 022 2651 7900 Fax: 022 2641 7893

Web site: www.msrdc.org E-Tender Portal: <https://mahatenders.gov.in>

E-TENDER NOTICE

GRANT OF PERMISSION TO DISPLAY ADVERTISEMENTS ON THE HOARDINGS ON THE VERTICAL FACES OF THE SUPERSTRUCTURE OF THE OBLIGATORY SPANS OF THREE FLYOVERS AND ONE TOLL PLAZA ON SION PANVEL HIGHWAY IN NAVI MUMBAI REGION (Third Call)

Online digitally signed offers are invited by MSRDC from the interested parties for the above work for 3 years contract period.

- The offer document can be viewed/downloaded through e-tendering portal, mahatenders.gov.in from 15.02.2020 to 06.03.2020. The last date of submission is 06.03.2020 upto 15.00 hrs.
- Interested parties may submit the bids on payment of ₹12,980/- for the document through SBI payment gateway which can be accessed through <https://mahatenders.gov.in>. Details of EMD are as under:

Sr. No.	Name of the work	Corridor	EMD
1	Konkan Bhavan Flyover	SPH	₹3,12,795/-
2	Nerul flyover	SPH	₹1,19,160/-
3	Vashi flyover	SPH	₹8,69,855/-
4	Vashi Toll Plaza	SPH	₹57,92,979/-

- Guidelines to download the tender documents and online submission of bids, can be downloaded from website <https://mahatenders.gov.in>.
- Right to accept or reject any or all the offers without assigning any reason whatsoever is reserved with MSRDC.

VC & MD

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MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION LIMITED

(A Govt. Of Maharashtra undertaking)

Rajeev Gandhi Sea Link Project office, Opp. Bandra Reclamation Bus Depot, Bandra (W),
K.C. Marg, Mumbai – 400050, INDIA. Commercial Unit

Tel:- 022 26517960 Fax : 022 26417893

Website: - www.msrdc.org E-Tendering Portal: <https://mahatenders.gov.in>

Notice Inviting Tender

Date: _____

On behalf of the Maharashtra State Road Development Corporation Ltd., the undersigned invites on line e-Tenders for the following works for three years contract period. The hoarding structure on the site is owned by MSRDC and same is being offered on as-is-where-is basis and as-is-where-as condition.

Sr. No.	Name of Flyover/ Location	Corridor/ Road	Size (mtr)	No. of Hoardings	Remarks	EMD
1.	Konkan Bhavan Flyover	SPH	45.9 X 3	1	Facing CBD Railway Station Road	₹3,12,795/-
			46.1 X 3	1	Facing CBD Residential Area	
2.	Nerul flyover	SPH	46.10 x 3	1	Facing Nerul Station Road	₹1,19,160/-
3.	Vashi flyover	SPH	39.70 x 3	1	Facing Vashi Station Road	₹8,69,855/-
			37 x 3	1	Facing City side	
4.	Vashi Toll Plaza	SPH	70 x 4.5	2	On either side of Vashi Toll Plaza	₹57,92,979/-

- Complete bidding process will be online (e-tendering) in two envelope system. All the notifications, clarifications, corrigendum & details of terms and conditions regarding this tender notice hereafter will be published online on web site <https://mahatenders.gov.in>
- Bidding documents can be seen, downloaded & submitted on the website <https://mahatenders.gov.in>. Bidding document can be downloaded from 15.02.2020 at 17.00 Hrs. to 06.03.2020 upto 17.00 Hrs. The cost of offer document is ₹ 12,980/-.
- Required amount of tender fee and EMD shall be paid online through the payment Gateway.
- The last date of submission is 06.03.2020 upto 15.00 hrs. Technical bids will be opened online on 08.03.2020 at 15.30 hrs. at the office of MSRDC Ltd., Rajeev Gandhi Sea link Project office, Opp. Bandra Reclamation Bus Depot, Bandra (W.), Mumbai - 400 050 using the site <https://mahatenders.gov.in>.
- Tenderer should submit original Documents (those were uploaded during bid submission) for verification at the time of technical bid opening.
- Tenderer should submit Technical bids & relevant scanned copies in .rar format in Technical Envelope as mentioned in technical document.
- Time and date of opening of financial bids will be informed to the qualified bidder.
- Tenderers should have valid class II / III Digital Signature Certificate (DSC) obtained from any certifying Authorities.

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9. The MSRDC Ltd, reserves the right to accept or reject any or all the tenders without assigning any reason.
10. Guidelines to download the tender documents and online submission of bids can be downloaded from website <https://mahatenders.gov.in>.

VC & MD

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SECTION – 1
Check List

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

CHECK – LIST

Bidders are requested to duly fill in this Check List. This checklist contains certain important parameters only so as to facilitate the Bidder to make sure that the necessary data/information is provided with. This, however, does not relieve the Bidder of his responsibility to make sure that his bid is otherwise complete in all respect. Bidders are requested to tick mark the relevant option.

1.	Whether the Bidder has completed the Letter of Transmittal as per format given in the offer document.	YES / NO
2.	Whether the requisite Earnest Money Deposit (EMD) from the Bidder has been enclosed with the technical proposal.	YES / NO
3.	Furnish the following details of Earnest Money Deposit (EMD).	
	i) Name of the issuing bank : _____ ii) Amount : _____ iii) Date of issue : _____	
4.	Whether the following details have been furnished:	
	i) Financial Information of the Organization as per format given in offer document including Certified copies of Profit & Loss Account, Balance Sheet etc.,	YES / NO
	ii) Power of attorney of the person signing the bid and attested signature of the signatory.	YES / NO
	iii) Has it been ensured that there are no over writings in the bid? Have corrections been properly attested by the persons(s) signing the Bid	YES / NO
5.	Are all the pages of the bid submitted consecutively numbered, signed and stamped by the person(s) signing the bid.	YES / NO
6.	Bidder has quoted his offer strictly as per the form of financial offer given in the offer document.	YES / NO

(Signature of Bidder)

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SECTION – 2
Instructions to Bidders

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Instructions to Bidders (ITB)

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

1. The flyover project in Mumbai region was designed to ensure efficient traffic dispersal at important road junctions and crossings on intra-city roads. As a consequence of MSRDC's swift paced development, more than 37 flyovers are operational in and around Mumbai i.e. Mumbai, Navi Mumbai and Thane city.
2. MSRDC is now making available these locations on as-is-where-is basis and as-is-where-as condition for Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region.

The details pertaining to location of these sites is given below and shown on Index plans enclosed to this document as Appendix-3.

Sr. No.	Name of Flyover/ Location	Corridor / Road	Size (mtr)	No. of Hoardings	Remarks	EMD
1.	Konkan Bhavan Flyover	SPH	45.9X3	1	Facing CBD Railway Station Road	₹3,12,795/-
			46.1X 3	1	Facing CBD Residential Area	
2.	Nerul flyover	SPH	46.10 X 3	1	Facing Nerul Station Road	₹1,19,160/-
3.	Vashi flyover	SPH	39.70 X 3	1	Facing Vashi Station Road	₹8,69,855/-
			37 X 3	1	Facing City side	
4.	Vashi Toll Plaza	SPH	70 X 4.5	2	On either side of Vashi Toll Plaza	₹57,92,979/-

3. SCOPE OF WORK: The work consists of repair/modification of the existing hoarding structures, if required, at the cost of successful bidder as per the method of erection given elsewhere in this document, considering safety of the flyover, moving vehicles, pedestrians underneath etc. and further utilizing the hoarding structures for display of advertisements for three years contract period after obtaining necessary approvals, permissions, licenses etc. It may be noted that the contract period for display of advertisements is inclusive of time required for obtaining necessary permissions/approvals/licenses etc. from the competent authority, repair / modifications of hoarding structure (if required). Further forthwith upon expiry of the contract period of 3 years the said hoarding structures shall be handed over to MSRDC by the Contractor in proper utilizable condition. The hoarding structures shall be erected/repared/modified in such a manner so as to comply with the local laws and guidelines of the respective competent authorities. The bidders shall quote as per the Form of Offer given in Appendix-2.

4. SUBMISSION OF BIDS: The Bids shall be submitted online on <https://mahatenders.gov.in>. Tenderer should submit original documents pertaining to technical bid (those were uploaded during bid submission) for verification at the time of technical bid opening.

The date and time of receipt of offer shall strictly apply in all cases. The person or persons signing the bid shall state in what capacity, he is or they are signing the bid viz., as a sole proprietor of firm or as a Secretary/ Manager/ Director etc. of a limited company. In the case of partnership firm, the names of all the partners should be disclosed and the bid shall be

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signed by all the partners or in the event of absence of any partner, it will be signed on his behalf by a person holding a power of attorney authorizing him to do so and an attested copy of the Partnership Deed/Power of Attorney should be furnished along with the bid. In the case of a limited company, the names of all the Directors should be mentioned and the bid should be accompanied by a certificate, certifying that the person signing the bid is empowered by a resolution of the Board of Directors to do so on behalf of the company and certified copy of resolution along with a copy of Memorandum and Articles of Association of the Company should be furnished. All the pages of the offer Document must be signed/initialled by the person signing the offer.

5. **PLACE OF SUBMISSION:** The bids shall be submitted online only on <https://mahatenders.gov.in>.
6. **DATE AND TIME OF SUBMISSION OF OFFER:** The bid shall be submitted by the bidder at the date, and time as stated in the offer document. The MSRDC may at its discretion, extend the deadline for submission of bids by issuing an addendum in which case, all rights and obligations of the MSRDC and bidders previously subjected to the original dead line shall be subjected to the new dead line.
7. **LATE BIDS:** Bids received after the dead line for submission shall not be opened. The time clock of the Accounts Officer's cubical / chamber (Officer receiving the offer documents) shall be considered as standard time.
8. **MODIFICATION AND WITHDRAWAL:** If after submission of the bid the bidder withdraws his bid or unilaterally modifies the same during its validity, without prejudice to any other rights and remedies of the MSRDC hereunder or in law, the full amount of the Earnest Money deposited by bidder shall stand forfeited.
9. **TECHNICAL PROPOSAL:** To be eligible for award of the contract, the bidders shall provide satisfactory evidence to MSRDC of its/their eligibility, capability and adequacy of resources to carry out the contract effectively. For this purpose, all bids submitted shall include following information under Technical Proposal as per the formats given in Appendix-1 with documentary evidence wherever necessary.
 - 9.1. Letter of Transmittal for submitting the Technical Proposal as per format given in Annexure-A. The RTGS/NEFT Receipt for the Earnest Money Deposit (EMD) shall be attached to this Annexure. Details of Firm/Agency and Organizational set up including offices as per format given in Annexure-B.
 - 9.2. Financial Information of the Organization as per format given in **Annexure-C**. Certified copies of Balance Sheet, Profit & Loss Account, Tax Audit report etc., shall be submitted.
 - 9.3. The original offer document along with corrigendum or addendum, if any, shall be duly signed/initialled on all pages and stamped and enclosed in the envelope of technical proposal.

In case the documents are misplaced or wrongly placed in the envelopes or the envelopes are mixed up in the bid being submitted by the bidder, then such offers will be rejected.

10. ELIGIBILITY FOR BIDDERS

- 10.1. For the purpose of this contract, the bidder shall meet the Qualification criteria of Minimum annual turnover of ₹100.00 lakhs over last financial year. The Financial offers of only those bidders, who meet the said qualification criteria, will be considered.
- 10.2. In case of joint venture, maximum 3 agencies are permitted to form Joint Venture. The Joint Venture agreement shall clearly mention about percentage participation of each partner and that, they are jointly and severally responsible for carrying out the work. The Joint Venture agreement should confirm in clear and definite manner, the proposed financial and administrative arrangements for the management and execution of work, delineation of duties/responsibilities and scope of work to be

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undertaken by each party/partner and the authorised representative of Joint Venture. One of the firms will act as the lead partner representing the Joint Venture and the duties, responsibilities and power of attorney, and performance of each of the parties to the Joint Venture should be indicated.

- 10.3. In case of those agencies that have operated contracts of MSRDC in the past or are currently operating contracts of MSRDC, if there are any outstanding payments / dues / charges payable by the agency to the MSRDC as on date or such agencies that have overstayed after expiry or termination of contract, then such agency shall not participate in bidding process and if offers are submitted by such agencies and received by the MSRDC, then the same shall not be opened on the due date of opening offers, unless all the payments/dues/charges are unconditionally cleared well in advance at least one week before the due date of opening of financial offers.
- 10.4. Any person or a party who is a minor or who has been adjudged insolvent or who has been convicted in a Court of Law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under any preventive Law for the time being in force such as T.A.D.A., F.E.R.A. etc., or having poor/unsatisfactory record of performance in MSRDC or who has been blacklisted by the Government or any Corporation, is not eligible to submit any bid. Bid/s submitted by such person/ party shall be treated as invalid.
- 10.5. The Joint Venture shall comply with the condition of minimum annual turnover stated in 10.1 above, however, the turnover of the lead partner / member shall not be less than 50% of the minimum annual turnover required.
- 10.6. In case of Joint Venture, if any of the members of Joint Venture does not satisfy the qualification criteria stated in 10.3 and/or 10.4 above, the offer submitted by the said Joint Venture shall be rejected and EMD shall stand forfeited.
- 11. CONTENTS OF OFFER DOCUMENT:** The standard terms and conditions of the Contract for granting permission to display advertisements are contained in this document. All the bidders shall be deemed to have read and understood the various terms and conditions provided in this Offer Document before submitting their proposals. Pursuant to clause 23, the bids, which are not substantially responsive to the requirement of bidding, shall be rejected. The Terms and Conditions and formats for submission are enclosed in this document to help the bidders in submission of bids.
- 12. NON-TRANSFERABLE BID:** The BID document is not transferable. Only the party/agency who has purchased this bid document shall be entitled to use it.
- 13. COST OF BID:** The bidder shall alone bear offer document cost and all costs associated with preparation and submission of his bid including site visits.
- 14. SITE VISIT:** It will be imperative on each bidder to fully inform himself by visiting and examining the site of all local conditions and factors like obtaining necessary permissions/approvals/licenses from the competent authority, erection of Hoarding and the maintenance thereof considering safety aspect etc., which may have any effect on the execution of work covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the bidders while submitting the proposals. No claim for financial adjustment to the contract awarded on these specifications and documents will be entertained by MSRDC for any reason whatsoever. Neither any change in the time schedule of the contract nor any financial adjustment arising there from shall be permitted by MSRDC, which is based on lack of such clear information or its effect on the cost of the work to the bidder.
- 15. PERIOD OF CONTRACT:** The period of contract will be three (3) years from the date of signing the agreement or as specified in the Work Order. The period of contract is inclusive of time required for obtaining necessary permissions/approvals/licenses from the competent authority, construction/erection of hoarding structure and subsequent display of advertisement.

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16. LANGUAGE OF BIDS: All information in the bid shall be in English. Failure to comply with this shall disqualify a bid.

17. FINANCIAL PROPOSAL: All bids submitted shall include following information under Financial Proposal as per the formats given in Appendix-2 with documentary evidence wherever necessary.

17.1. Letter of Transmittal for submitting the Financial Proposals as per format given in Annexure-D.

17.2. MSRDC has set the base/offset price for First year Compensation amount as follows :

Sr. No.	Name of the work	Base Price First year Compensation
1.	Konkan Bhavan Flyover	18,90,000/-
2.	Nerul Flyover	7,20,000/-
3.	Vashi Flyover	63,07,104/-
4.	Vashi Tollplaza	3,50,02,896/-

17.3. The Bidders shall quote the Compensation amount for the first year of the contract. The first yearly compensation together with GST thereon as applicable shall be paid within fifteen (15) days from the date of issue of letter of acceptance. The subsequent yearly compensation amounts shall be paid at the rate enhanced by 10% of the last year's amount of compensation along with GST thereon as applicable from time to time and this shall be paid one month before the commencement of the next year.

17.4. In case of failure to comply with the above term, the successful bidder shall be liable to pay compound interest on compensation at the rate of 15% per annum from due date of payment till actual payment (both days inclusive) together with GST as applicable.

17.5. The bidder shall not quote his offer anywhere else directly or indirectly.

17.6. The bidders shall implicitly give MSRDC the right to investigate or inspect the qualifying or other information given.

18. EVALUATION OF OFFERS: Bids received and found valid will be evaluated to ascertain the best bid in the interest of MSRDC. The Bidder should take enough care to submit all the information sought by MSRDC in the desired formats. The bids are liable to be rejected if information is not provided in desired formats. The proposals shall be evaluated based on the Eligibility Criteria given above.

The Technical Proposals will be opened in front of bidders/authorized representatives of the bidders present at the stipulated time indicated elsewhere in this document or at such time informed separately by the MSRDC to all the participating Bidders. After scrutinizing and evaluation of the Technical Proposals, the eligible bidders will be informed the date of opening of Financial Proposals.

All Financial proposals of the bidders whose Technical proposals do not contain the specified documents or any of the specified documents is missing or the eligibility criteria is not fulfilled as stipulated will be separated out, and they shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened will be recorded without communication to any of the bidders.

19. VALIDITY: The proposal shall be kept valid for a period of One Hundred and Eighty Days (180) days from the date of opening of financial proposals. Thereafter it shall be treated as valid until the bidder withdraws it in writing or till the selection procedure is complete.

20. EARNEST MONEY DEPOSIT (EMD) OR BID SECURITY:

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20.1. The bidder shall furnish, as part of his offer, an EMD of following amounts for respective flyover.

Sr. No.	Name of the work	EMD
1	Konkan Bhavan Flyover	₹3,12,795/-
2	Nerul flyover	₹1,19,160/-
3	Vashi flyover	₹8,69,855/-
4	Vashi Toll Plaza	₹57,92,979/-

20.2. The EMD to be furnished shall be deposited electronically through the payment gateway available on mahatenders.gov.in

20.3. Any bid not accompanied by EMD shall be rejected.

20.4. In the event of the bid being accepted, subject to provisions of the sub clause 20.5 below, the said amount if so requested by the bidder, can be appropriated towards the amount of security deposit/performance security payable by him under the conditions of contract.

20.5. If after submitting the offer, the bidder withdraws his offer or modifies the same or if after acceptance of his offer, fails or neglects to furnish the payable amount of Compensation / security deposit, without prejudice to any rights and remedies of the MSRDC, hereunder or in law, the MSRDC shall forfeit the full amount of EMD deposited by the Bidder with the MSRDC.

20.6. The Earnest Money Deposit will be forfeited by the MSRDC if the bid is withdrawn by the bidder after its closing date and before the expiry of the validity period.

20.7. In the event of offer being not accepted, the amount of EMD deposited by the bidder shall unless it is prior thereto forfeited under the provisions of Sub Clause 20.5 above, be refunded to him within 15 days of issue of Letter of Acceptance to successful bidder. The EMD shall not carry any interest.

20.8. If it is discovered that the bidder has submitted more than one offer under different names, all their offers will be rejected and the Earnest Money will be forfeited.

21. PROCESS TO BE CONFIDENTIAL: After opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall be disclosed to the bidders or other persons.

Any effort by a bidder to influence the MSRDC in the process of examination, clarification, evaluation, comparison of bids and in the decision concerning the award of contract may result in rejection of his bid.

22. CLARIFICATION OF TENDER: To assist in examination, evaluation of tenders, the MSRDC may ask bidders individually for clarification of their bids including reasons in case of very high/ very low bid. Such request shall be in writing and the response shall also be in writing.

23. OFFER LIABLE FOR REJECTION: The bid is likely to be rejected if on opening it is found that:

23.1. the bidder has not strictly followed the procedure laid down for submission of bid

23.2. additions, corrections or alterations are made by the bidder on any page of the offer document

23.3. any page or pasted slips are missing.

23.4. the bidder has not signed the bid document as stipulated in the offer document.

23.5. the bidder has specified any additional condition(s)

23.6. the bidder has not attached any of the documents listed in the Technical Proposal, the Original Offer Document and any Corrigendum or Addendum or both, if issued.

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23.7. the bidder has not paid any outstanding payments/dues/charges to MSRDC pertaining to any contract with MSRDC.

23.8. the bidder has made misleading or false representations in any of the forms, statements and attachments submitted in proof of the qualification requirements and/or has a poor and unsatisfactory record such as non compliance with the contractual obligation after issuance of letter of acceptance, abandoning the work, defaulting in payment of Contracts, not properly completing contracts, inordinate delay in payment of instalments, overstaying contract period, litigation history, or financial failure etc.

23.9. the bidder's case is covered under clause no 25.3 below.

24. CORRECTION OF ERRORS: If there is any discrepancy between the offer quoted in figures and in words, the higher of the two will be treated as offer.

25. AWARD CRITERIA:

25.1 The bids received and accepted will be evaluated by MSRDC to ascertain the highest offer based on the technical and financial proposals.

25.2 Subject to Clause 23, the contract for grant of permission to display the advertisements on the above said hoarding site shall be awarded to the qualified bidder who has quoted the highest Compensation amount and whose bid is in conformity with the requirements of the specification and the offer document and MSRDC shall be the sole judge in this regard.

25.3 After or before signing the Contract Agreement /Award of contract if the highest bidder is found ineligible for any reason or commits any default at any stage of any terms and conditions as provided in this document the Contract may be awarded to the next highest bidder at the sole discretion of MSRDC. In such an event, the highest bidder will not be entitled to participate in any tender floated by MSRDC for next two (2) years.

26. MSRDC'S RIGHT TO REJECT: Notwithstanding Clause 25, the MSRDC reserves the right to accept or reject any offer and to annul or suspend the offer process at any stage and reject all the offers without assigning any reason at any time prior to award of contract without thereby incurring any liability of costs or consequence at any stage to the bidder/s or any obligation to inform the bidder/s of the grounds for MSRDC's action.

27. NOTIFICATION OF AWARD: Prior to the expiration of bid validity period or any such extended validity period, the MSRDC will notify the successful bidder in writing that his offer has been accepted. The intimation letter (herein after and in Conditions of Contract called Letter of Acceptance) shall specify the sum, which the successful Bidder has agreed to pay to MSRDC in consideration of the Contract for granting permission to display the advertisements on the said advertisement site. The letter of acceptance shall form a part of the agreement / contract.

The following will be the sequence of activities after issue of Letter of Acceptance:

27.1 Payment of first year compensation amount along with the GST thereon as applicable from time to time by the successful bidder within (15) days from the date of issue of letter of acceptance;

27.2 Deposit of performance security in the form of Bank Guarantee equivalent to the amount of third yearly compensation quoted by the successful bidder within 15 days from the date of issue of Letter of Acceptance;

27.3 Deposit of security deposit at the rate of 3 months of the first yearly compensation amount agreed upon in Demand Draft by the successful bidder within 15 days from the date of issue of Letter of Acceptance;

27.4 Signing of duly stamped Agreement between MSRDC and the successful bidder in the specified format of MSRDC and registration thereof within 15 days from the date of issue of letter of acceptance;

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27.5 Issue of Work Order by the MSRDC to the successful bidder

28. PERFORMANCE SECURITY: The successful Bidder whose offer has been accepted shall pay Performance Security equivalent to the amount of third yearly compensation agreed upon in the form of Bank Guarantee in the prescribed form annexed (Appendix-5) to these Conditions, of a nationalised or commercial bank in India. The bank guarantee shall be valid for period of contract plus additional six months thereafter and shall be encashable at Mumbai. The said performance security in the form of Bank Guarantee shall be furnished within 15 days from the date of issue of the Letter of Acceptance, failing which the successful bidder shall be liable to pay the amount of difference between the amount of compensation quoted by him and the compensation receivable by MSRDC from the existing/ earlier contractor or 15% p.a. interest on the amount of Performance Security Deposit whichever is higher for the period from due date of submission of Bank Guarantee till date of actual receipt of bank Guarantee (both days inclusive) together with GST as applicable in the form of Demand Draft drawn on any nationalized /scheduled bank in favour of MSRDC Ltd. payable at Mumbai. In case the amount of compensation receivable by MSRDC from existing / earlier contractor is more than the compensation quoted by the successful bidder, interest shall be charged at the rate of 15% per annum from due date of submission of Bank Guarantee till date of actual receipt of bank Guarantee (both days inclusive) together with GST as applicable. This amount shall carry no interest.

The MSRDC reserves the right to appropriate at its discretion the performance security in full or in part to fulfil any claim or dues of MSRDC against the successful bidder.

29. SECURITY DEPOSIT: The successful Bidder whose offer has been accepted shall pay to MSRDC Security Deposit on pro-rata basis equivalent to compensation of three (3) months of first yearly compensation amount agreed upon in the form of Demand Draft drawn on any nationalized / scheduled bank in favour of MSRDC Ltd. payable at Mumbai. This amount shall carry no interest.

The MSRDC reserves the right to appropriate at its discretion the security deposit in full or in part to fulfil any claim or dues of MSRDC against the successful bidder.

30. SCHEDULE OF TENDERING PROGRAM IS GIVEN BELOW:

Issue of blank Offer document	_____ to _____
Last date of submission	On _____ till 15.00 hours.
Date of Opening of Technical Proposal	On _____ at 15.30 hours (if possible)

VC & MD

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

SECTION – 3
General Conditions of Contract

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

- 1.1. "Government" shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
- 1.2. "Governor of Maharashtra" shall mean and include his successors and assigns.
- 1.3. "Corporation" or "MSRDC" shall mean Maharashtra State Road Development Corporation Ltd. Mumbai a Government of Maharashtra undertaking incorporated under the Companies Act 1956.
- 1.4. "Managing Director" shall mean the Vice-Chairman and Managing Director of the Corporation and shall include his successors and assigns.
- 1.5. "Joint Managing Director" or "Jt. MD" shall mean the Joint Managing Director of the Corporation and shall include his successors and assigns.
- 1.6. "General Manager (Admn)" shall mean the General Manager (Admn) for the time being in charge of the work.
- 1.7. "Chief Engineer" shall mean the Chief Engineer for the time being in charge of the work.
- 1.8. "Competent Officer" or Officer-in-Charge shall mean any officer authorized by the Corporation to act on behalf of the Corporation.
- 1.9. "Superintending Engineer" shall mean the Superintending Engineer for the time being in charge of the work.
- 1.10. "Executive Engineer" shall mean the Executive Engineer for the time being in charge of the work.
- 1.11. "Bidder" shall mean any person or persons, firm or company who has submitted his offer/bid for the work.
- 1.12. "Successful Bidder" shall mean the bidder to whom the Corporation intends to award the Contract.
- 1.13. "Contractor" shall mean the person or persons, firm or company who has been granted permission to display the advertisements on the site/s by the Maharashtra State Road Development Corporation Ltd. Mumbai. It shall include in the case of natural persons, him/her, his/her heirs, executors and administrators and in the case of a partnership firm, the partner or partners for the time being of the firm.
- 1.14. "Contract" shall mean and include the terms and conditions of contract, Letter of acceptance, the offer/bid, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the successful bidder by the Corporation and any other document forming part of the contract.
- 1.15. "Compensation amount" shall mean the sum quoted by the successful Bidder in his offer/bid and accepted by the Corporation.
- 1.16. "Work" shall mean and include the design/fabrication/construction/ erection/repair/ modification of hoarding structure, display panels/boards and display of advertisements after obtaining necessary approvals, permissions, licenses etc. from the competent authorities.
- 1.17. "Flyover" means the bridge constructed/ owned/ managed by MSRDC.
- 1.18. "Toll Plaza" means and includes Vashi Toll Plaza
- 1.19. "Site" shall mean the location of the hoardings on three flyovers and one toll plaza specified in the clause No. 2 of I.T.B.
- 1.20. "Hoarding Structure" means a structure constructed/erected on three flyovers and one toll plaza on which an advertisement can be painted or displayed.

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- 1.21. "Board" shall mean the sheet to be fixed on the hoarding structure on which advertisement can be printed or displayed.
- 1.22. "Display area" means the maximum area available on one side of hoarding coverable by an advertisement board.
- 1.23. "Specified bank" shall mean Nationalized Bank or Banks promoted by All India Financial Institution and State Bank of India.

The above definitions and expressions shall have the meanings assigned to them, except where the context otherwise requires.

- 2. PARTIES TO THE CONTRACT:** The parties to the contract shall be the MSRDC and the successful Bidder whose offer/bid is accepted by the Corporation.
- 2.1. The person signing the offer/bid or any other document forming the part of contract on behalf of other persons or a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the Corporation may, without prejudice to any other civil/criminal remedies, terminate the contract and hold the signatory and/or the firm liable for all costs and damages on account of such termination. The Corporation shall entertain no claim from the firm for such termination.
- 2.2. Notices or any other action to be taken on behalf of the Corporation may be given/ taken by the Competent Officer duly authorized for the purpose on its behalf.
- 3. PERIOD OF CONTRACT:** The period of contract will be three (3) years from the date of signing the agreement or as specified in the Work Order. The period of contract is inclusive of time required for obtaining necessary permissions/approvals/licenses from the competent authority, repair/modification of hoarding (if required) and subsequent display of advertisement.
- 4. INTERPRETATION:** Words importing persons or parties shall include firms, Corporations and any organization having legal entity.
- 5. SINGULAR AND PLURAL:** Words importing the singular only shall also include the plural and vice versa where the context so requires.
- 6. NOTICES, CONSENTS, APPROVALS, CERTIFICATES & DECISIONS:** Where in the contract, provision is made for giving or issue of any notice or consent or approval or certificate or decision by any person, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words "notify" "Certify" or "Decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not be unreasonably withheld or delayed.
- 7. OFFICER-IN-CHARGE:** The Corporation may appoint any person at its discretion as Officer-in-Charge of the work and authorize him to exercise such power on behalf of the Corporation.
- 8. ASSIGNMENT AND SUBLETTING:** The Contractor shall not sublet, underlet, transfer, assign the contract or assign or transfer in any way the right granted under the contract to any person or persons or firm or agency or company nor shall he create any interest of any third person in the hoarding to be erected/ painted/ displayed at the said site.
- 9. CONTRACT DOCUMENT:**
- 9.1. **LANGUAGE:** The language of the Contract is English.
- 9.2. **LAW:** The Contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract or any matter relating thereto shall be filed or taken in any Court of Law except Principal Court of Ordinary Civil Jurisdiction at Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

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9.3. **PRIORITY OF CONTRACT DOCUMENTS:** The several documents forming the Contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Officer-in-Charge who shall issue to the Contractor necessary instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall be as follows:

- a) The Contractor's offer/bid
- b) The Letter of Acceptance
- c) The Contract Agreement
- d) The Work Order
- e) The terms and conditions of contract
- f) Any other document forming part of the contract.

10. THE CONTRACTOR'S GENERAL OBLIGATIONS:

10.1. Repair and maintenance of Hoarding structures:

- 10.1.1 The repair / modification work of the existing hoarding structures, if required shall be carried out as per the method of erection given elsewhere in this document, considering safety of the flyover, Toll Plaza, moving vehicles, pedestrians underneath etc.
- 10.1.2 The location, size, orientation, design, drawing, calculations and specification of hoarding structure including methodology of fixing/refixing and erection shall be got approved from MSRDC or its authorized representative prior to commencement of the work at the site. The work of erection of hoarding structure, as per the structural design and detailed fabrication drawings, approved by MSRDC shall be executed under the supervision of the MSRDC or its authorized representative.
- 10.1.3 The hoarding shall be refixed by brackets of structural steel on the parapet wall as per the methodology of fixing/refixing and repair/modification as approved by the Corporation or its authorized representative.
- 10.1.4 The fixing arrangement should be such that there shall be minimum connectivity to the existing structure and prestressed element of the structure shall not be punctured. Proper care and protection shall be provided for all such connected areas. All structural member/bolts etc. shall be galvanised or any better method can be adopted as per latest technology and industry standard considering safety aspect.
- 10.1.5 The design of hoarding structure shall be as per the provisions of relevant IS/IRC codes considering the safety of the flyover/toll plaza and moving traffic underneath.
- 10.1.6 The height of the hoarding shall be flush with crash barriers and it shall not be higher than the embankment of wall of the flyover. The projected part above parapet wall if any shall be covered by MS sheet of appropriate thickness upto top of the edge of parapet. The hoarding shall not project beyond the side of parapet walls/girder and the mandatory minimum under clearance shall not be disturbed under any circumstances. A cat-walk of 40 cm width shall be provided along the length of the hoarding
- 10.1.7 All structural member/bolts etc. shall be galvanised or any better method can be adopted as per the latest technology and industry standard considering safety aspect.
- 10.1.8 The total load of the hoarding/s should be specified. The wind load/live load on the hoarding/s should be taken as per the relevant I.R.C. Standard.
- 10.1.9 No structural members shall be damaged while connecting the hoarding/s to the main structure.
- 10.1.10 The Contractor shall provide all the facilities including removal if so required for carrying out maintenance work of the flyover/Toll Plaza by the MSRDC within

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reasonable time. The Contractor shall not claim any compensation from the Corporation for removal and refixing of such hoarding/s or non display thereon.

- 10.1.11 In the event of widening of the flyover/bridge/toll plaza or dismantling or redesigning of the same, the hoarding/s shall be removed by the Contractor without claiming any compensation for the same and without demanding an alternate site/s.
- 10.1.12 Sufficient safety and care shall be taken while erecting the advertisements on the hoarding/s.
- 10.1.13 The safety/stability of the superstructure and structure under the superimposed load due to such erection of hoarding/s shall be got checked from competent structural engineer. The consultancy fee towards such checking shall be borne by the Contractor. The Contractor shall carry out the structural audit for the safety/stability of the structure/s along with its fasteners, periodically at least once in a year through their structural engineer at the Contractor's cost and submit the report to the Corporation.
- 10.1.14 The workers must be provided with safety rope while working on the sites.
- 10.1.15 During the erection or any kind of other work the regular traffic on road shall not be disturbed
- 10.2 The Contractor shall bear all costs incurred in repair and modification of hoarding structure, painting/fixing board and removing the advertisements/board from the site. The Contractor shall carry out the work of fixing and removing the same in a careful and workmanlike manner without causing any damage to the property of the Corporation. Damage, if any caused shall be made good by the Contractor at his cost to the entire satisfaction of the Officer-in-Charge. No Claim of whatsoever nature will be entertained by MSRDC due to non-display of advertisement during that period for any reason whatsoever.
- 10.3 The contractor shall bear and duly pay and discharge all existing and future taxes, rates, assessments, cess, dues, duties, impositions, penalties and outgoings of every description from the date of taking over possession of the site. TCS as applicable on compensation amount shall be borne by the contractor in addition to the compensation amount.
- 10.4 The Contractor shall maintain the advertisements on the board in a good condition and likewise ensure that the display of advertisements thereon is in a proper and perfect condition. The Contractor shall immediately on receiving notice from the Officer-in-charge make good at its own expense the default/fault in the advertisements on the board or in display of advertisements, to the entire satisfaction of the said officer within three days from the date of such notice.
- 10.5 The Contractor shall use the said site and the hoarding thereon only for the purpose of displaying the advertisements of the specified size and not for any other purpose and not in any other manner. The Contractor shall not alter or change or increase the size of the hoarding in any way. If it is revealed that the contractor has increased the size of the hoarding, the contractor will be liable to pay to the MSRDC charges at 10 times of the prorata basis for the said increased size. The said charges for the increased size of the hoarding shall be paid by the contractor within 7 days from the date of demand made by MSRDC without demur failing which compound interest at 15% p.a. will be charged by MSRDC.
- 10.6 The Contractor shall obtain all necessary licences/permissions/approvals/ clearances of the local authority or any other Competent Authority required for the work like erection of the hoarding and display of advertisements including illuminated advertisements and shall cause the display only thereafter. Letters containing permission/license shall be submitted by the Contractor to the Officer-in-charge.

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In case of any failure or any delay in obtaining necessary permissions/approvals/licenses/clearances from the competent authority, erection of hoarding/s structure/s and subsequent display of advertisements due to any reason whatsoever Corporation shall not entertain any claim of whatsoever nature from the Contractor.

- 10.7 In the event of hoarding size/area reducing beyond 10% of the area of the hoarding given under this offer document, due to the restrictions imposed by the Competent Authority or any other reason beyond the control of the Contractor, the Contractor shall be offered a proportionate rebate in Compensation amount payable to the Corporation to the extent the area is reduced beyond 10% of the hoarding area. However, within and equal to 10% variation of the hoarding area, no rebate shall be granted to the Contractor.
- 10.8 The Contractor shall display the advertisement in such a way that it does not create any hazard to the safety of the road users.
- 10.9 No obscene, unsightly, indecorous or objectionable advertisements shall be displayed on the hoarding and the decision of the Corporation as to what is obscene, unsightly, indecorous or objectionable within the meaning of this Clause shall be final and binding on the Contractor. No advertisements shall be displayed which may interfere with any traffic control device or offend any law or religion or public morality or is defamatory or the display whereof is prohibited by any lawful authority. Upon the Officer-in-charge requiring the Contractor to remove any advertisements, the Contractor shall forthwith remove the display without any dispute or claim against the Corporation.
- 10.10 No advertisements with the use of name or pictorial representation of any national figure or emblem prohibited by law shall be displayed by the Contractor.
- 10.11 If the advertisement on the board is required to be shifted or removed urgently due to accident, act of god, theft or if required by any authority to be removed or for any other reason whatsoever, it must be removed by the Contractor at his cost forthwith within twenty four (24) hours of notice, failing which the Corporation shall have the right to get the advertisement removed at the risk and cost of the Contractor. No claim for compensation for or arising out of such removal will be payable to the Contractor.
- 10.12 The Contractor shall ensure safety of traffic during maintenance, repairs, fixing and painting by means of using proper traffic safety devices approved by the Officer-in-charge. He shall also ensure that at no time, the traffic on the road is disturbed.
- 10.13 The Contractor shall be solely responsible for obtaining electric supply required for the lighting of hoarding at his own cost and shall make payment of all necessary rates, taxes, charges, deposits, advances, monthly electricity bills and all outgoings for the same directly to the authorities concerned.
- 10.14 The illuminated advertisements board to be constructed/put up should be completely waterproof so that no water enters inside and damages the electrical wires, etc. The Contractor shall protect the installations and shall suitably maintain the same.
- 10.15 The Contractor shall ensure that the illumination is done in such a way that it does not cause any nuisance to the vehicle drivers and the glaze factor should be so defused that it does not create any nuisance to the road users.
- 10.16 Before illuminating the advertisements, the Contractor shall submit drawings to the Officer-in-charge indicating the source of supply for electrification and the route proposed to lay the electric cable and shall execute the work with the concurrence of the Officer-in-charge of MSRDC and only after he gets approval for the same from the concerned competent authority. He shall deposit the non refundable reinstatement charges at the rate to be fixed by the Corporation before commencing the work of laying cables.

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- 10.17 In case the Contractor is required to install any equipment /appliance such as electric transformer for availing electric supply, he shall submit the drawing for the same to the officer-in-charge for approval, after obtaining permission for the same from the local/competent authority. If approved and if such electric equipments/appliances are installed, the Contractor shall pay additional charges at the rate to be fixed by the competent authority for the space utilised for such installation.
- 10.18 The Corporation shall not be responsible or liable in any way to compensate the Contractor for any loss or damage to the advertisements, or the board for any reason whatsoever before, after or during the period of display/ contract. The Corporation shall also not be responsible for disfigurement or detriment to the display of advertisements due to trees, other advertisements or unforeseen circumstances or any reason whatsoever. The Contractor shall not ask for any rebate on any such account.
- 10.19 During the period of contract, Corporation may ask the Contractor to make available the advertisement site for display of advertisement by the Corporation for a period not exceeding fifteen days. No rebate of whatsoever nature will be granted for such display of advertisement by the Corporation.
- 10.20 During the period of contract, if on any ground any advertisements is objected to by any competent authority, the Corporation shall have the right to remove such advertisements, forthwith at the cost of the Contractor without any reference to the Contractor and the Corporation shall not be liable to pay to the Contractor any refund, damages or claim thereon. The Contractor however will be permitted to display any other advertisements in lieu thereof.
- 10.21 If the Contractor neglects or fails to do anything agreed to do as per the contract terms, the Corporation may serve a notice on the Contractor asking them to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the Corporation and recover the costs thereof from the Contractor without prejudice to any other right the Corporation may have on account of such defaults.
- 10.22 The Contractor shall observe and adhere to all the rules and regulations of the advertisement policy approved or any amendments thereto from time to time by the Corporation/ local authority/concerned competent authority.
- 10.23 On failure of the Contractor to pay the Compensation as stipulated in section-2 of the offer document, besides other remedies open to the Corporation under the contract and at law, the Contractor shall be required to pay to the Corporation compound interest at 15% per annum on the amount of compensation and arrears thereof for the period from the due date of the payment as afore-said till the payment is actually received (both days inclusive) by the Corporation. If the payment is withheld beyond a period of thirty (30) days from the due date of payment, the Corporation shall be at liberty to terminate the contract as provided herein without any claim for compensation/refund from the Contractor. Any amount received from the Contractor will be first adjusted /appropriated by the Corporation against the outstanding interest and thereafter against the outstanding principal amount irrespective of the Contractors instructions, if any.
- 10.24 In the event the Contractor commits breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under the contract, the Corporation shall be entitled to forfeit the whole security deposit and the performance security by encashing Bank Guarantee without any reference to the Contractor and without prejudice to other rights and remedies open to the Corporation and it shall be binding on the Contractor.
- 10.25 Upon expiry of the contract period as specified in the Work Order or sooner determination of the contract, the Contractor shall remove the advertisements on the said boards immediately under intimation to the Corporation and handover vacant

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and peaceful possession of hoarding structure to MSRDC. The Contractor shall ensure, at the time of vacating the site, that the said hoarding structure including the electric wiring for illuminating the advertisements are serviceable and utilizable by the Corporation. On failure or on default by the Contractor, the Corporation shall be entitled to get the hoarding /electrical wiring etc., put in serviceable and utilizable condition at the cost of the Contractor.

- 10.26 In case the Contractor does not vacate the said site and continues to display advertisements on the said hoarding or fails to hand over the hoarding structure to the Corporation even after the expiry of the contract period or sooner determination of the contract, in addition to the other remedies available hereunder to the Corporation the Contractor shall be liable to pay to the Corporation the occupancy charges at double the rate of the Compensation for the period of display of advertisements on the said hoarding or till the hoarding structure is handed over by him to the Corporation.

11. CONTRACTOR'S RESPONSIBILITY AGAINST ALL CLAIMS, ACTIONS, LOSSES, ETC.:

- 11.1 The Contractor shall, indemnify the Corporation and keep it indemnified for the entire period of contract against all claims, actions, demands, losses, costs, charges and expenses which the Corporation may incur or be put to or which may arise by reason of the exercise of the right to display advertisements hereby granted including claims or actions arising out of any advertisements being challenged or held to be libellous or defamatory or any part thereof from any clause whatsoever and also for any claim made by any local Authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under this contract.
- 11.2 The Contractor shall be solely responsible for any damage, loss or injury caused to or suffered by any person or property of the Corporation or any third party while erecting, fixing or removing or refixing of the advertisements boards or due to any cause whatsoever including electric shock or breakage or blowing of advertisements board etc. The Contractor shall indemnify and keep the Corporation indemnified in that respect throughout.
- 11.3 The Corporation shall not be liable to pay any compensation in case the Contractor, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Contractor, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Corporation, while the work under the contract is undertaken by the Contractor or while the advertisement/advertisements on the board/s continue to be displayed on the site/sites, it shall be the liability of the Contractor, who shall keep the Corporation indemnified in that respect throughout.
- 11.4 If at any time during the continuance of this contract, it shall become impossible by reason of strike, lockout, shortage of materials, war, fire, flood or any Government enactment or regulations or such other cause, beyond the control of the Corporation to fulfil the contract in accordance with the terms thereof, the Contractor shall have no claim whatsoever against the Corporation in respect of any inability or incapacity to fulfil the contract or non-display of advertisements nor shall it be entitled to any rebate.

12. CONTRACT AGREEMENT:

The Contractor shall, when called upon so to do, enter into and execute the Contract agreement, to be prepared and completed at the cost of the Contractor in the form annexed (Appendix-5) to these Conditions with such modifications as may be necessary and approved by MSRDC.

Should the Contractor not execute the Agreement within specified time, the Corporation may, at its option and without prejudice to its other rights or claims against the Contractor for non-compliance with any of the provisions of these conditions, after fifteen (15) days from

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the date of intimation regarding execution of the Agreement by the Contractor, by notice in writing to the Contractor, revoke the acceptance of his offer at his risk and cost and thereupon the Corporation shall not be liable for any claim or demand from the Contractor in connection with the contract but the Corporation shall be entitled to forfeit the earnest money and/or the Security Deposit and / or the Performance Security by encashing the Bank Guarantee without any reference to the Contractor.

13. PERFORMANCE SECURITY:

- 13.1 The Contractor shall obtain and provide to the Corporation as security for due and proper fulfilment of the contract, a Performance Security amount equivalent to the amount of third yearly instalment agreed upon within fifteen (15) days from the date of issue of Letter of Acceptance. Such security shall be in the form of Bank Guarantee in the prescribed form annexed (Appendix-4) to these Conditions, of a nationalised / commercial bank in India. The bank guarantee shall be valid for period of contract plus additional six months thereafter and is encashable at Mumbai.
- 13.2 The performance security shall be refundable to the Contractor within two (2) months after the expiry of the contract period upon full and satisfactory compliance by the Contractor with all the obligations and requirements under this contract, provided there is no claim of the Corporation against the Contractor and after a specific written request is received from the Contractor.
- 13.3 The Corporation shall be at liberty without any further consent from the Contractor than the consent which is implied by the execution of the agreement to use/realise the said deposit or any part thereof towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Contractor to the Corporation or any local/competent authorities and the Contractor shall on demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount. In such case the Contractor shall be required to pay to the Corporation compound interest at 15% per annum on the used/realised amount of performance security for the period from the due date of the payment till the date the performance security is fully recouped (both days inclusive) by the Contractor.
- 13.4 In the event of Performance Security being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other tenders/contract with the Corporation including any EMD paid by them for any other tenders/contract. Should that sum also not be sufficient to cover the full amount recoverable, the Contractor shall forthwith pay to the Corporation on demand the remaining balance dues with compound interest at 15% p.a.
- 13.5 Upon the full and satisfactory compliance by the Contractor with all obligations and requirements under this contract, the Performance Security or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the Contractor.

14. SECURITY DEPOSIT:

- 14.1. The Security Deposit shall be interest free and refundable to the contractor within two (2) months after the expiry of the contract period upon full and satisfactory compliance by the contractor with all the obligations and requirements under this contract, provided it is not forfeited and there is no claim of the Corporation against the contractor in respect of this contract or any other contract with MSRDC and after a specific written request is received from the contractor.
- 14.2. The Corporation shall be at liberty without any further consent from the Contractor than the consent which is implied by the execution of the agreement to use/realise the said security deposit or any part thereof to recover the cost of damages to the hoarding structure/s on flyovers/toll plaza or towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Contractor to the Corporation towards

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any damages/costs/losses, charges, expenses or otherwise howsoever in respect of this contract or any other contract with the corporation or any local / competent authorities and the Contractor shall on demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount. In such case the Contractor shall be required to pay to the Corporation compound interest at @ 15% per annum on the used/realised amount of security deposit for the period from the due date of the payment till the date the security deposit is fully recouped (both days inclusive) by the Contractor. The decision of the Managing Director in respect of such damages, costs, losses, charges, expenses etc. shall be final and binding on the Contractor.

- 14.3. In the event of Security deposit being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to Contractor under this or any other contract with the Corporation. Should that sum also not be sufficient to cover the full amount recoverable, the Contractor shall forthwith pay to the Corporation on demand the remaining balance due with compound interest at 15% p.a.
- 14.4. The Contractor shall ensure, at the time of vacating the sites, the said flyovers / toll plaza including the electric wiring for illuminating the advertisements are serviceable and utilizable by the Corporation.
15. The Contractor has to obtain clearance from the maintenance engineer of the Corporation with regard to:
- a) the damages of the structure of the flyovers/toll plaza, if any
 - b) structural stability of the hoarding structure as per approved drawing and strength of the structure and its capability to take load of specified size of hoarding / and other accessories i.e., catwalk, electrification accessories etc.
16. **INSPECTION OF SITE:** The Contractor shall be deemed to have inspected and examined the site, its surrounding, local conditions, factors and information available in connection therewith and to have satisfied himself before submitting his offer as to risks and all other information which may influence his offer.
17. **SUFFICIENCY OF OFFER:** The Contractor shall be deemed to have satisfied himself as to correctness and sufficiency of the offer, which shall, except insofar as it is otherwise provided in the contract, cover all his rights and obligations under the contract and all matters and things necessary for proper completion of the work.
18. **CONTRACTOR'S EMPLOYEES:** The Contractor shall provide on the site in connection with the work, capable assistants who are efficient and experienced in this kind of work and leading hands as are competent to give proper superintendence of the work. The Contractor shall follow and abide by all rules and regulations under the Labour Legislations applicable. Under no circumstances, the Contractor's employees will be deemed as employees of the Corporation. The Contractor shall alone be responsible for all the liability as regards his employees.
19. **SAFETY SECURITY AND PROTECTION OF ENVIRONMENT:**
- a. The Contractor shall throughout the period of contract have full regard for safety of all persons entitled to be upon the site in an orderly state appropriate to the avoidance of danger to such persons specially from moving traffic during erecting, fixing, cleaning, removing, refixing, painting and maintenance work.
 - b. The Contractor shall provide all necessary safety equipment such as reflective vests, helmets etc. to the said person/s.
 - c. The Contractor shall provide and maintain adequate lights, guards, warning signs when and wherever required.

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

20. CARE OF CORPORATIONS' PROPERTY: The Contractor shall protect properly the property of Corporation and shall not cause any damage to it during the course of operation of the contract in any manner.

21. INSURANCE AGAINST ACCIDENT TO WORKMEN:

The Contractor shall insure his workmen, equipment etc. No additional burden should fall on the Corporation due to absence of insurance, if any. The Contractor shall provide certified true copies of insurance policies to the Corporation.

22. COMMENCEMENT OF WORK: The Contractor shall commence the work on the date as specified in the work order.

23. SET OFF: Any sum of money due and payable to the Contractor including any sum returnable to the Contractor under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the Contractor with the Corporation.

24. TERMINATION:

a. If the Contractor shall commit any act of insolvency or shall be adjudged insolvent or shall have an order of compulsory winding up made against it or subject to the supervision of the court or if the Contractor shall suffer execution to be issued or shall suffer any payment under the contract to be attached or shall charge or encumber the contract or any payment due or which may become due to the Corporation hereunder or compound with its creditors or if the Contractor fails to observe and perform any of the obligations covenants or agreement on its part herein contained or if the Contractor shall go into liquidation or if the Contractor shall make any default in payment of any amount payable to the Corporation under the contract for a period of 30 days after the due date for the payment thereof, or he commits a breach of any of the terms and conditions of the contract or if a receiver, administrator, trustee or liquidator is appointed over substantial part of the Contractor's assets or if under any law or regulation relating to reorganization, arrangement, readjustment of debts proceedings are started against the Contractor or the Contractor has repudiated the contract or has failed to commence the work on the stipulated date or has failed to comply with the instructions issued by the Corporation or has given false or untrue information regarding eligibility to offer/bid as revealed in the offer/bid and in the selection process even if it is over or even earlier, or if the Contractor or any of its partners or directors commits any criminal activity or act of moral turpitude or is detained under any preventive law such as TADA, FERA etc., it shall be lawful for the Corporation, without any notice to the Contractor to terminate the contract at Contractors risk without thereby releasing the contractor from any of his obligations and liabilities under the Contract and to take possession of the advertisements on the said site displayed under the contract and the same shall be the property of the Corporation to be dealt with in any manner as deemed fit without prejudice to the rights of the Corporation to recover all sums then due under the contract and damage in respect of any breach or default on the part of the Contractor as arrears of land revenue under the provisions of Maharashtra Land Revenue Code, 1966 and as provided herein. In that event no client of the Contractor whose advertisements may be displayed by the Contractor on the hoarding shall have any cause of action of whatsoever nature against the Corporation.

b. If during the period the contract is in force, the Corporation has reason to be dissatisfied with the management and/or performance of the Contractor, the Corporation may by notice in writing call upon the Contractor to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Contractor fails for a period of thirty (30) days of such notice to remedy such cause/s of dissatisfaction to the satisfaction of the Corporation then notwithstanding anything contained in the Agreement to the contrary or in the event of any default on the part of the Contractor to comply with any of the terms of this contract, the Corporation shall be at liberty at any time thereafter to terminate the contract by giving the Contractor thirty (30) day's notice in writing and the contract shall on the expiry of the notice period, stand cancelled, the performance security shall stand

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

forfeited by encashing the Bank Guarantee and the security deposit shall also stand forfeited..

- c. In the event of premature termination of the contract by the Contractor, the Corporation shall have the right not only to forfeit the security deposit and encash performance security but also claim damages suffered by the Corporation. In addition, the Contractor shall also be liable to be blacklisted.

25. CORPORATION'S COVENANT: The Corporation covenants with the Contractor that the Contractor observing and performing all the terms and conditions of this contract and paying all dues shall be entitled to exhibit advertisements on the on the hoarding/s under this contract without any obstruction or hindrance.

26. FORECLOSURE OF CONTRACT IN FULL OR PART: If at any time the Corporation decides to withdraw the permission granted hereunder for any reason whatsoever beyond it's control and hence not require any site to be used for display of advertisements, the Corporation shall be at liberty to terminate or suspend the contract partly or fully even before the expiry of the contract period by giving thirty (30) days notice. In the event of foreclosure/suspension of the contract, the Contractor shall not be entitled to claim any compensation due to such termination/ suspension of the contract. However, the Contractor shall be given rebate in the amount of compensation without any interest for the un used period in case of foreclosure.

27. DISPUTE AND RESOLUTION: In case of any dispute or difference of opinion arising between Officer-in-Charge and the Contractor, the Contractor shall refer the matter to the Managing Director through the officer immediately superior to the officer-in-charge with an advance copy to the Managing Director. The decision of the Managing Director shall be final and binding on the Contractor. The Contractor shall be given reasonable opportunity to represent his case before the Managing Director.

28. STAMP DUTY: All cost charges and expenses of and incidental to drawing, engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Contractor. The original agreement shall be with the Contractor and duplicate copy shall be with the Corporation. The registration of the agreement shall be the sole responsibility of the Contractor.

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

APPENDIX – 1
Formats for Technical Proposal

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Annexure-A

TECHNICAL PROPOSAL

Letter of Transmittal

To,
The Joint Managing Director (III),
Maharashtra State Road Development Corporation Ltd.,
Rajeev Gandhi Sea Link Project office,
Opp. Bandra Reclamation Bus Depot, Bandra (W),
Mumbai – 400 050.

Sub.: Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region.

Sir,
I/We _____ organization/agency/ firm herewith enclose Technical Proposal for selection of my/our firm/ organization for the above work. I/We undertake and hereby certify that all the particulars submitted as a part of the Technical Proposal and the documents enclosed therein are true to the best of my/ our knowledge and belief. I/ We fully understand that if any of the details are found untrue, the offer will be summarily rejected.

I/We have thoroughly read and understood the Instructions to Bidders and the Terms and Conditions of Contract given in the Offer Document, which in token of acceptance thereof, have been signed by me/us and I/We hereby agree to duly abide by them. We have studied the site conditions, site constraints and have made our own assessment of potential at the locations specified by you

As required by the Terms of Conditions of Bid, I/We send the earnest money of ₹ _____ by Payment Gateway. Furnished the following details of earnest money deposit

- 1) Name of the issuing bank _____
- 2) Amount _____
- 3) RTGS No. _____
- 4) Date of Transaction _____

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Address: _____

Tel. Nos: _____

Fax Nos.: _____

(Authorized Representative of the Organization/Firm/Agency)

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Annexure-B

CORPORATE INFORMATION OF ORGANISATION/AGENCY

1. Name of the Organisation/Agency :
Name of Contact/Authorized Person: :
Complete Address: :
Telephone: (O) :
(R) :
Fax: :
E-mail: :
2. Organisational Status :
Whether Individual/Proprietary,
Partnership/Limited Company?
(Documentary evidence in support to be
attached)
3. Agency Office address :

Telephone: (Office) :
Fax: :
E-mail: :
4. Documents evidencing experience of the :
Agency.

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Annexure-C

FINANCIAL INFORMATION OF ORGANISATION/AGENCY

Financial Information of the Agency/Organisation/Firm :

Annual Turnover (₹ in Lakhs) for the last financial year :

2018-2019 :

2017-2018

Whether certified copies of Balance Sheet, Profit & Loss Account, Tax audit report (if applicable) for the last financial year attached? : Yes/ No

(Certified Copies to be attached)

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

APPENDIX – 2
Formats for Financial Proposal

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Annexure-D

FINANCIAL PROPOSAL

To

The Joint Managing Director (III),
Maharashtra State Road Development Corporation Ltd.,
Rajeev Gandhi Sea Link Project office,
Opp. Bandra Reclamation Bus Depot, Bandra (W),
Mumbai – 400 050.

Sub.: Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Sir,

I/We _____ organization/ agency/ firm herewith enclose Financial Proposal for selection of my/our firm/organization for the above work.

1. Pursuant to the notice inviting offers for the above work issued on behalf of the Maharashtra State Road Development Corporation Ltd. (MSRDC), Mumbai, I/We hereby submit my/our offer for Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region
2. We offer the Compensation as indicated in the "Form of Offer" annexed herewith. If for any reason, the display area is increased by mutual consent, then we offer the proportionately increased sum. If for any reason the actual area used for advertisements is less than the display area mentioned above, even then we abide to pay the entire contract amount mentioned above without claiming any reduction.
3. I/We agree to keep my/our this offer open for acceptance by the Corporation up to One Hundred and Eighty (180) days after the date of opening of the financial proposal and agree not to revoke our offer any time during such period. I/We shall be bound by the communication of acceptance of this offer dispatched by the Corporation within the aforesaid time.

In the event of my/our offer being accepted by the Corporation, I/We agree to duly furnish Performance Security and Security Deposit to the Corporation within the period prescribed in the Offer Document and execute the agreement as and when called upon so to do.

Yours faithfully,

Signature _____
Full Name _____
Designation _____
Address _____
Tel. Nos: _____
Fax Nos.: _____

(Authorized Representative of the Organisation/Firm/Agency)

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Annexure-E

FORM of OFFER

SCHEDULE OF SUMMARY PRICE PROPOSAL

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Sr. No.	Name of flyover / toll plaza	Compensation amount for first year of contract	
		(Rupees in figures)	(Rupees in words)
1	Konkan Bhavan Flyover		
2	Nerul flyover		
3	Vashi flyover		
4	Vashi Toll Plaza		

Note:-

- 1) The bidder shall furnish their offers for any or all the flyovers listed above.
- 2) The first yearly compensation quoted/offered by the bidder for each flyover/toll plaza will be taken into consideration for selection of the highest bidder for that specific flyover/ toll plaza.
- 3) The Compensation amount quoted above is excluding GST. The GST at the rate as applicable from time to time is payable in addition to and along with the compensation quoted by the Contractor

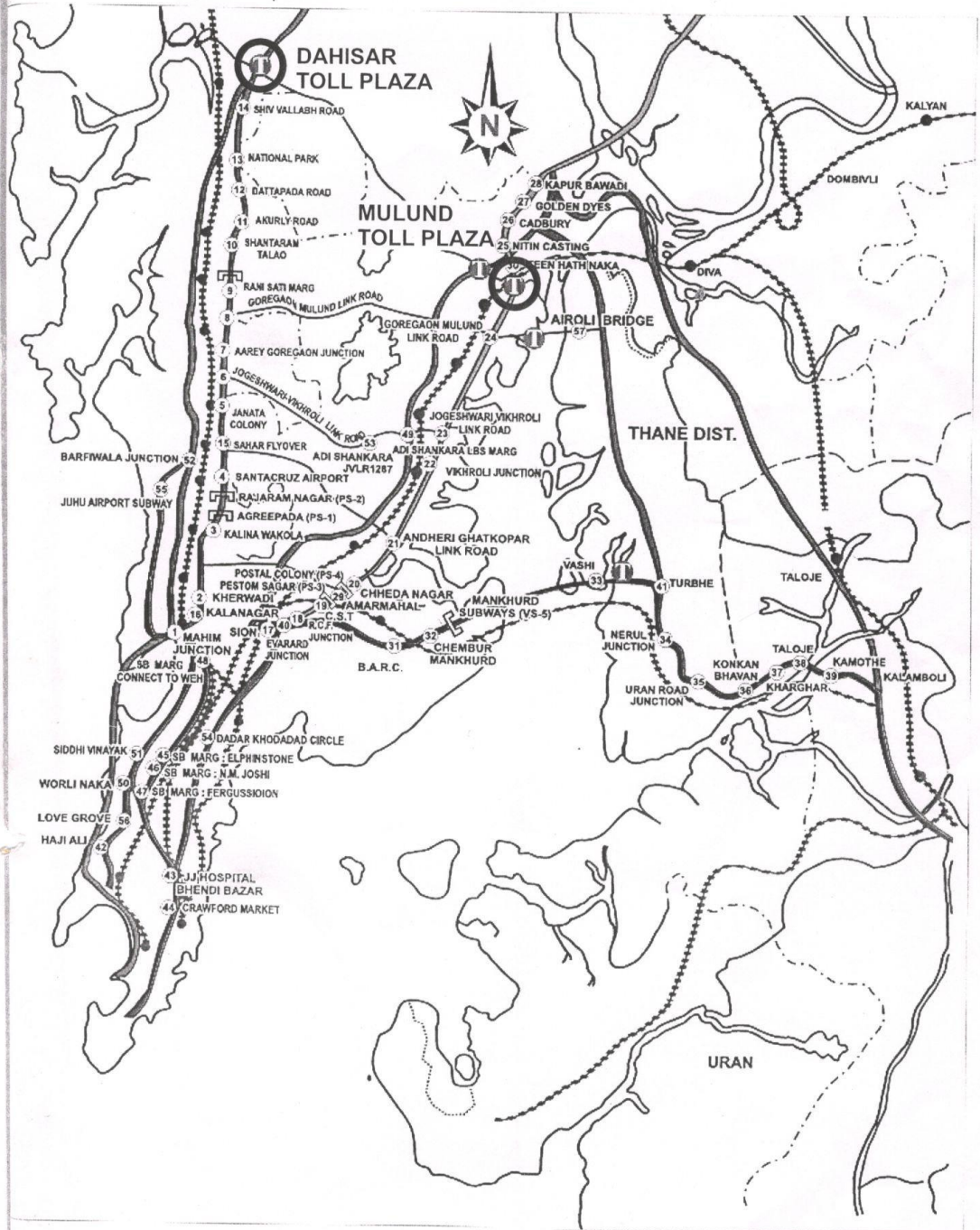
Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

APPENDIX – 3

Index plan showing Hoarding site

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

c/1



Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

**APPENDIX – 4
Form of Bank Guarantee for
Performance Security**

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Form of Bank Guarantee for Performance Security

In Consideration of Maharashtra State Road Development Corporation Ltd (hereinafter called the "the Employer") having agreed to exempt _____ herein after called "the Contractor") from depositing with the Maharashtra state Road Development Corporation Ltd. The sum of INR _____(Rupees _____only) being the amount of performance security payable by the Contractor to the Maharashtra state Road Development corporation Ltd. under the terms and conditions of the contract made between the Maharashtra State Road Development Corporation Ltd. of the one part and the Contractor of the other part (hereinafter referred to as " the said contract ") for (describe the work) as security for due observance and performance by the Contractor of the terms and conditions of the said contract on the Contractor furnishing to the Maharashtra State Road Development Corporation Ltd a Guarantee in the prescribed form of a Nationalized Bank in India being in fact these presents in the sum of INR _____(Rupees _____only)

We _____ Bank/Limited registered in India under _____ Act and having our local Head Office at _____in India do hereby:

1. Guarantee to the Maharashtra state Road Development Corporation Ltd:
 - a) Due performance and observance by the Contractor of terms, covenants and conditions on the Part of the Contractor in the said Contract:

AND

- b) Due and punctual payment by the Contractor to the Maharashtra State Road Development Corporation Ltd. of all sum of money, losses, damages, costs charges, penalties and expenses payable to the Maharashtra State Road Development Corporation Ltd. by the Contractor under or in respect of the said Contract.
2. Undertake to pay to the Maharashtra state Road Development Corporation Ltd. on demand without any demur and notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court or tribunal relating thereto the Said sum ₹ _____ (Rupees _____only) or such lesser sum as may be demanded by the Maharashtra state Road Development Corporation Ltd. from us our liability hereunder being absolute and unequivocal. Any such demand shall be conclusive as regards the amount due and payable by Bank under this guarantee.
3. Agree that:
 - a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said contract and that the same will continue to be enforceable till all the dues of the Maharashtra state Road Development Corporation Ltd. under or by virtue of the said contract have been duly paid its claims satisfied or discharge and till the Maharashtra State Road Development Corporation Ltd. certifies that the terms and condition of the said contract have been fully and properly carried out by the Contractor
 - b) We shall not be discharges or released form the liability under this Guarantee by reasons of:
 - i. Any change in the constitution of the Bank or the Contractor;
 - ii. Any agreement entered into between the Maharashtra State Road Development corporation Ltd and the Contractor with or without out consent;

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

- iii. Any forbearance act or omission on the part of the Maharashtra State Road Development Corporation Ltd or any indulgence shown by Maharashtra State Road Development Corporation Ltd to the Contractor.
 - iv. Any variation in the terms, covenants or conditions contained in the said contract:
 - v. Any extension of time given to the Contractor:
 - vi. Any other conditions or circumstances under which, in law, a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors and not merely as surety in respect of the said sum of ₹_____ (Rupees_____ only)
 - d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the MSRDC.
 - e) This guarantee is encashable at local office at Mumbai with a notice to guarantee issuing Bank Branch viz._____
4. Notwithstanding anything contained herein ,
- 1) Our liability under this guarantee shall not exceed ₹_____
 - 2) This Bank guarantee shall be valid upto _____ and en-cashable within further claim period of 6 months i. e._____
 - 3) We are liable to pay the guarantee amount or any part of the of Bank guarantee only and only if you serve upon us a written claim or demand only.

IN WITNESS WHEREOF the common seal of _____ has been hereunto affixed the _____ day of _____ 20_____

Witness :

1)

2)

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

APPENDIX – 5
Format for Agreement

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Draft of the Agreement (To be executed on stamp paper of appropriate value)

This agreement is made at Mumbai on _____ day of _____ 2020 between the Maharashtra State Road Development Corporation Limited, a Government of Maharashtra Undertaking registered as a company under the Companies Act 1956 having its registered office at Priyadarshini Park, Nepean Sea Road, Mumbai 400 036 hereinafter referred to as "the Corporation" (which expression shall, unless the context does not admit or requires otherwise shall mean and include its administrator, successor or assign of the first part.

AND

M/s. _____ hereinafter referred to as "the Contractor" (which expression shall, unless the context does not admit or requires otherwise shall mean and include its administrators, successors or assigns of the other part.

WHEREAS the Corporation invited bids for Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region.

WHEREAS bid of the Contractor to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region has been accepted by the Corporation and the Corporation has agreed to appoint the Contractor to display advertisement on the said sites on terms and conditions hereinafter referred to.

WHEREAS pursuant to the terms and conditions of the contract the Contractor has deposited with the Corporation a sum of ₹ _____/- (Rupees _____ only) as Security Deposit and ₹ _____/- (Rupees _____ only) in the form of a Bank Guarantee towards Performance Security for due observance and performance of terms and conditions and obligations hereinafter contained and incidental thereto.

WHEREAS it has been agreed that the said Security Deposit shall carry no interest.

WHEREAS the Contractor has generally undertaken to abide by all the terms and conditions, directions and instructions as contained in the offer document.

NOW, THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:

IN CONSIDERATION OF THE PREMISES AND THE STIPULATED PAYMENT TO BE MADE, the Corporation hereby grants permission to the Contractor to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region on payment of total upfront compensation amounting to ₹ _____/- (Rupees _____ Only) by the Contractor to the Corporation.

2. The first such instalment of ₹ _____/- (Rupees _____ Only) being the first year upfront compensation together with GST as applicable thereon has been paid by the Contractor to the Corporation on _____ receipt of which is hereby acknowledged by the Corporation. The subsequent yearly compensation amounts shall be at the rate enhanced by 10% of the last year's compensation amount together with GST thereon as applicable from time to time and they shall be paid one month before the commencement of the next year. In case of failure to comply with this term the Contractor shall be liable to pay compound interest thereon at the rate of 15% p.a. till payment.

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

3. The Contractor shall bear and duly pay and discharge all existing and future taxes, rates, assessments, cess, dues, duties, impositions, penalties and outgoings of every description from the date of taking over possession of the sites. TCS as applicable on compensation amount shall be borne by the Contractor in addition to the compensation amount
4. The contract for display of advertisements shall commence from _____ 2020 and it shall be in force for three (3) years period only. This contract period for display of advertisements is inclusive of time required for obtaining necessary permissions/ approvals/ licenses/ clearances from the competent authority, erection of hoarding structure and subsequent display of advertisement.
5. The Contractor has expressly agreed that the terms and conditions of the offer and contract, letter of acceptance, work order and any other document forming part of the contract and each and every part thereof shall be binding upon the Contractor and shall govern the relationship between the Corporation and the Contractor.
6. The contractor shall get the location, size, orientation, design, drawing, calculations and specification of hoarding structure including methodology of fixing / refixing and erection approved from MSRDC or its authorized representative prior to commencement of the work at the sites. The work of erection of hoarding structure, as per the structural design and detailed fabrication drawings, previously approved by MSRDC shall be executed under the supervision of the MSRDC or its authorized representative.

The fixing arrangement should be such that there shall be minimum connectivity to the existing structure and prestressed element of the structure shall not be punctured. Proper care and protection shall be provided for all such connected areas. All structural member/bolts etc. shall be galvanised or any better method can be adopted as per the latest technology and industry standard considering safety aspect.

The design of hoarding structure shall be as per the provisions of relevant IS/IRC codes considering the safety of the flyover/toll plaza and moving traffic underneath or thereon.
7. The total load of the hoarding/s should be specified. The wind load/live load on the hoarding/s should be taken as per the relevant I.R.C. Standard.
8. No structural members shall be damaged while connecting the hoarding/s to the main structure.
9. The Contractor shall provide all the facilities including removal if so required for carrying out maintenance work of the flyover/toll plaza by the MSRDC within reasonable time. The Contractor shall not claim any compensation from the Corporation for removal and refixing of such hoarding/s or non display thereon.
10. In the event of widening of the flyover/bridge/toll plaza or dismantling or redesigning of the same, the structures shall be removed by the Contractor without claiming any compensation for the same and without demanding any alternate site/s.
11. Sufficient safety and care shall be taken while erecting the hoarding structure and fixing /removing or refixing, painting of the advertisements on the hoarding/s.
12. The safety/stability of the superstructure and structure under the superimposed load due to such erection of hoarding/s shall be got checked from competent structural engineer. The consultancy fee towards such checking shall be borne by the Contractor. The Contractor shall carry out the structural audit for the safety/stability of the structure/s along with its fasteners, periodically at least once in a year through their structural engineer at the Contractor's cost and submit the report to the Corporation.
13. The workers must be provided with safety rope or other equipment's /material while working on the platform or on the flyover/ bridge/flyover.

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

14. During the erection or any kind of other work the regular traffic on road/toll plaza shall not be disturbed.
15. The Contractor shall bear all costs incurred in erection of hoarding/s, painting/fixing boards and removing the advertisements/boards from the site/s. The Contractor shall carry out the work of fixing and removing the same in a careful and workmanlike manner without causing any damage to the property of the Corporation. Damage, if any caused shall be made good by the Contractor at his cost to the entire satisfaction of the Officer-in-Charge.
16. The Contractor shall bear all costs for the maintenance and repairs of the advertisements hoarding/s erected on the said hoarding site/s and keep them in safe and secured position. All display items shall be fastened and secured for safety. In case any damage is caused to any part of the flyover/bridge/ while maintaining or repairing or erecting or fixing etc. of the advertisements/hoardings, the same shall be repaired by the Contractor to the satisfaction of the officer-in-charge at the Contractor's cost. No Claim of whatsoever nature will be entertained by MSRDC due to non-display of advertisement during that period.
17. The Contractor shall maintain the advertisements on the boards in a good condition and likewise ensure that the display of advertisements thereon is in a proper and perfect condition. The Contractor shall immediately on receiving notice from the Officer-in-charge make good at its own expense the default/fault in the advertisements on the board or in display of advertisements, to the entire satisfaction of the said officer within three days from the date of such notice.
18. The Contractor shall use the said sites and the hoardings thereon only for the purpose of displaying the advertisements of the specified size and not for any other purpose and not in any other manner. The Contractor shall not alter or change or increase the size of the hoardings in any way. If it is revealed that the Contractor has increased the size of the hoardings, the Contractor will be liable to pay to the MSRDC charges at 10 times of the prorata basis for the said increased sizes. The said charges for the increased size of the hoardings shall be paid by the Contractor within 7 days from the date of demand made by MSRDC without demur failing which compound interest at 15% p.a. will be charged by MSRDC.
19. The Contractor shall obtain all necessary licences/permissions/approvals/ clearances of the local authority or any other Competent Authority required for the work like erection of the hoarding and display of advertisements including illuminated advertisements and shall cause the display only thereafter. Letters containing permission/license shall be submitted by the Contractor to the Officer-in-charge.

In case of any failure or any delay in obtaining necessary permissions/approvals/licenses/clearances from the competent authority, erection of hoarding/s structure/s and subsequent display of advertisements due to any reason whatsoever Corporation shall not entertain any claim of whatsoever nature from the Contractor.

In the event of hoarding size/area reducing beyond 10% of the area of the hoarding given under this offer document, due to the restrictions imposed by the Competent Authority or any other reason beyond the control of the Contractor, the Contractor shall be offered a proportionate rebate in Compensation amount payable to the Corporation to the extent the area is reduced beyond 10% of the hoarding area. However, within and equal to 10% variation of the hoarding area, no rebate shall be granted to the Contractor.
20. The Contractor shall display the advertisement in such a way that it does not create any hazard to the safety of the road users.
21. No obscene, unsightly, indecorous or objectionable advertisements shall be displayed on the hoardings and the decision of the Corporation as to what is obscene, unsightly,

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of Three Flyovers and One Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

indecorous or objectionable within the meaning of this Clause shall be final and binding on the Contractor. No advertisements shall be displayed which may interfere with any traffic control device or offend any law or religion or public morality or is defamatory or the display whereof is prohibited by any lawful authority. Upon the Officer-in-charge requiring the Contractor to remove any advertisements, the Contractor shall forthwith remove the display without any dispute or claim against the Corporation.

22. No advertisements with the use of name or pictorial representation of any national figure or emblem prohibited by law shall be displayed by the Contractor.
23. If the advertisement on the board is required to be shifted or removed urgently due to accident, act of god, theft or if required by any authority to be removed or for any other reason whatsoever, it must be removed by the Contractor at his cost forthwith within twenty four (24) hours of notice, failing which the Corporation shall have the right to get the advertisement removed at the risk and cost of the Contractor. No claim for compensation for or arising out of such removal will be payable to the Contractor.
24. The Contractor shall ensure safety of traffic during maintenance, repairs, fixing and painting by means of using proper traffic safety devices approved by the Officer-in-charge. He shall also ensure that at no time, the traffic on the road is disturbed.
25. The Contractor shall be solely responsible for obtaining electric supply required for the lighting of hoardings at his own cost and shall make payment of all necessary rates, taxes, charges, deposits, advances, monthly electricity bills and all outgoings for the same directly to the authorities concerned.
26. The illuminated advertisement boards to be constructed/put up should be completely waterproof so that no water enters inside and damages the electrical wires, etc. The Contractor shall protect the installations and shall suitably maintain the same.
27. The Contractor shall ensure that the illumination is done in such a way that it does not cause any nuisance to the vehicle drivers and the glaze factor should be so defused that it does not create any nuisance to the road users.
28. Before illuminating the advertisements, the Contractor shall submit drawings to the Officer-in-charge indicating the source of supply for electrification and the route proposed to lay the electric cable and shall execute the work with the concurrence of the Officer-in-charge of MSRDC and only after he gets approval for the same from the concerned competent authority. He shall deposit the non refundable reinstatement charges at the rate to be fixed by the Corporation before commencing the work of laying cables.
29. In case the Contractor is required to install any equipment /appliance such as electric transformer for availing electric supply, he shall submit the drawing for the same to the officer-in-charge for approval, after obtaining permission for the same from the local/competent authority. If approved and if such electric equipment's/appliances are installed, the Contractor shall pay additional charges at the rate to be fixed by the Corporation for the space utilised for such installation.
30. The Corporation shall not be responsible or liable in any way to compensate the Contractor for any loss or damage to the advertisements, or the board for any reason whatsoever before, after or during the period of display/ contract. The Corporation shall also not be responsible for disfigurement or detriment to the display of advertisements due to trees, other advertisements or unforeseen circumstances or any reason whatsoever. The Contractor shall not ask for any rebate on any such account.
31. During the period of contract, Corporation may ask the Contractor to make available the advertisement sites for display of advertisement by the Corporation for a period not

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exceeding fifteen days. No rebate of whatsoever nature will be granted for such display of advertisement by the Corporation.

32. During the period of contract, if on any ground any advertisements is objected to by any competent authority, the Corporation shall have the right to remove such advertisements, forthwith at the cost of the Contractor without any reference to the Contractor and the Corporation shall not be liable to pay to the Contractor any refund, damages or claim thereon. The Contractor however will be permitted to display any other advertisements in lieu thereof.
33. If the Contractor neglects or fails to do anything agreed to do as per the contract terms, the Corporation may serve a notice on the Contractor asking them to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the Corporation and recover the costs thereof from the Contractor without prejudice to any other right the Corporation may have on account of such defaults.
34. The Contractor shall observe and adhere to all the rules and regulations of the advertisement policy approved or any amendments thereto from time to time by the Corporation/ local authority/concerned competent authority.
35. On failure of the Contractor to pay the agreed Compensation besides other remedies open to the Corporation under the contract and at law, the Contractor shall be required to pay to the Corporation compound interest at 15% per annum on the amount of compensation and arrears thereof together with GST thereon as applicable for the period from the due date of the payment as afore-said till the payment is actually received (both days inclusive) by the Corporation. If the payment is withheld beyond a period of thirty (30) days from the due date of payment, the Corporation shall be at liberty to terminate the contract as provided herein without any claim for compensation/refund from the Contractor. Any amount received from the Contractor will be first adjusted / appropriated by the Corporation against the outstanding interest and thereafter against the outstanding principal amount irrespective of the Contractors instructions, if any.
36. In the event the Contractor commits breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under the contract, the Corporation shall be entitled to forfeit the whole security deposit and the performance security by encashing the Bank Guarantee without any reference to the Contractor and without prejudice to other rights and remedies open to the Corporation and it shall be binding on the Contractor.
37. Upon expiry of the contract period as specified in the Work Order or sooner determination of the contract, the Contractor shall remove the advertisements on the said boards immediately under intimation to the Corporation and handover vacant and peaceful possession of hoarding structures to MSRDC. The Contractor shall ensure, at the time of vacating the sites, that the said hoarding/s structure/s including the electric wiring for illuminating the advertisements are serviceable and utilizable by the Corporation. On failure or on default by the Contractor, the Corporation shall be entitled to get the hoardings/electrical wiring etc., put in serviceable and utilizable condition at the cost of the Contractor.

In case the Contractor does not vacate the said site/s and continues to display advertisements on the said hoardings or fails to hand over the hoarding structures to the Corporation even after the expiry of the contract period or sooner determination of the contract, in addition to the other remedies available hereunder to the Corporation the Contractor shall be liable to pay to the Corporation the occupancy charges at double the rate of the Compensation for the period of display of advertisements on the said hoardings or till the hoarding structures are handed over by him to the Corporation.

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38. The Contractor shall not sublet, transfer or assign the contract or any part thereof.

39. CONTRACTOR'S RESPONSIBILITY AGAINST ALL CLAIMS, ACTIONS, LOSSES, ETC.:

39.1 The Contractor shall, indemnify the Corporation and keep it indemnified for the entire period of contract against all claims, actions, demands, losses, costs, charges and expenses which the Corporation may incur or be put to or which may arise by reason of the exercise of the right to display advertisements hereby granted including claims or actions arising out of any advertisements being challenged or held to be libellous or defamatory or any part thereof from any clause whatsoever and also for any claim made by any local Authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under this contract.

39.2 The Contractor shall be solely responsible for any damage, loss or injury caused to or suffered by any person or property of the Corporation or any third party while erecting, fixing or removing or refixing of the advertisements boards or due to any cause whatsoever including electric shock or breakage or blowing of advertisements board etc. The Contractor shall indemnify and keep the Corporation indemnified in that respect throughout.

39.3 The Corporation shall not be liable to pay any compensation in case the Contractor, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Contractor, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Corporation, while the work under the contract is undertaken by the Contractor or while the advertisement/advertisements on the board/boards continue to be displayed on the site/sites, it shall be the liability of the Contractor, who shall keep the Corporation indemnified in that respect throughout.

39.4 If at any time during the continuance of this contract, it shall become impossible by reason of strike, lockout, shortage of materials, war, fire, flood or any Government enactment or regulations or such other cause, beyond the control of the Corporation to fulfil the contract in accordance with the terms thereof, the Contractor shall have no claim whatsoever against the Corporation in respect of any inability or incapacity to fulfil the contract or non-display of advertisements nor shall it be entitled to any rebate.

40. PERFORMANCE SECURITY:

40.1 The Contractor has submitted, a Performance Security amounting to ₹ _____/- on _____ in the form of Bank Guarantee No. _____ of _____ branch. The bank guarantee is valid upto _____ and is encashable at Mumbai.

40.2 The performance security shall be refundable to the Contractor within two (2) months after the expiry of the contract period upon full and satisfactory compliance by the Contractor with all the obligations and requirements under this contract, provided there is no claim of the Corporation against the Contractor and after a specific written request is received from the Contractor.

40.3 The Corporation shall be at liberty without any further consent from the Contractor than the consent which is implied by the execution of the agreement to use/realise the said deposit or any part thereof towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Contractor to the Corporation or any local/competent authorities and the Contractor shall on demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount. In such case the Contractor shall be required to pay to the Corporation compound

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interest at @ 15% per annum on the used/realised amount of performance security for the period from the due date of the payment till the date the performance security is fully recouped (both days inclusive) by the Contractor.

40.4 In the event of Performance Security being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other tenders/contract with the Corporation including any EMD paid by them for any other tenders/contract. Should that sum also not be sufficient to cover the full amount recoverable, the Contractor shall forthwith pay to the Corporation on demand the remaining balance dues with compound interest at 15% p.a.

40.5 Upon the full and satisfactory compliance by the Contractor with all obligations and requirements under this contract, the Performance Security or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the Contractor.

41. SECURITY DEPOSIT:

41.1 The contractor has deposited an amount of ₹ _____/- (Rupees _____ Only) on _____ by way of security deposit with MSRDC. The Security Deposit shall be interest free and refundable to the Contractor within two (2) months after the expiry of the contract period upon full and satisfactory compliance by the Contractor with all the obligations and requirements under this contract provided it is not forfeited and/or there is no claim of the Corporation against the Contractor in respect of this contract or any other contract with MSRDC and after a specific written request is received from the Contractor.

41.2 The Corporation shall be at liberty without any further consent from the Contractor than the consent which is implied by the execution of the agreement to use/realise the said security deposit or any part thereof to recover the cost of damages to the hoarding structure/s on flyovers/toll plaza or towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Contractor to the Corporation towards any damages, costs, losses, charges, expenses or otherwise howsoever in respect of this contract or any other contract with the Corporation or to any local / competent authorities and the Contractor shall on demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount. In such case the Contractor shall be required to pay to the Corporation compound interest at @ 15% per annum on the used/realised amount of security deposit for the period from the due date of the payment till the date the security deposit is fully recouped (both days inclusive) by the Contractor. The decision of the Managing Director in respect of such damages, costs, losses charges, expenses etc. shall be final and binding on the Contractor.

41.3 In the event of Security deposit being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to Contractor under this or any other contract with the Corporation. Should that sum also not be sufficient to cover the full amount recoverable, the Contractor shall forthwith pay to the Corporation on demand the remaining balance dues with compound interest at 15% p.a.

41.4 The Contractor shall ensure, at the time of vacating the sites, the said flyovers / toll plaza including the electric wiring for illuminating the advertisements are serviceable and utilizable by the Corporation.

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42. **CONTRACTOR'S EMPLOYEES:** The Contractor shall provide on the site in connection with the work capable assistants who are efficient and experienced in this kind of work and leading hands as are competent to give proper superintendence of the work. The Contractor shall follow and abide by all rules and regulations under the Labour Legislations applicable. Under no circumstances, the Contractor's employees will be deemed as employees of the Corporation. The Contractor shall alone be responsible for all the liability as regards his employees.
43. **SAFETY SECURITY AND PROTECTION OF ENVIRONMENT:**
- a. The Contractor shall throughout the period of contract have full regard for safety of all persons entitled to be upon the site in an orderly state appropriate to the avoidance of danger to such persons specially from moving traffic during the erecting, fixing, cleaning, removing, refixing, painting and maintenance work.
 - b. The Contractor shall provide all necessary safety equipment such as reflective vests, helmets etc. to the said person/s.
 - c. The Contractor shall provide and maintain adequate lights, guards, warning signs when and wherever required.
44. **CARE OF CORPORATIONS' PROPERTY:** The Contractor shall protect properly the property of Corporation i.e., flyover/ toll plaza components such as superstructure, railing, crash barrier, piers, street light poles, electric cables and other parts of flyover / toll plaza and shall not cause any damage to it during the course of operation of the contract in any manner.
45. **INSURANCE AGAINST ACCIDENT TO WORKMEN:**
- The Contractor shall insure his workmen, equipment etc. No additional burden should fall on the Corporation due to absence of insurance, if any. The Contractor shall provide certified true copies of insurance policies to the Corporation.
46. **COMMENCEMENT OF WORK:** The Contractor shall commence the work on the date as specified in the work order.
47. **SET OFF:** Any sum of money due and payable to the Contractor including any sum returnable to the Contractor under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the Contractor with the Corporation.
48. **TERMINATION:**
- 48.1 If the Contractor shall commit any act of insolvency or shall be adjudged insolvent or shall have an order of compulsory winding up made against it or subject to the supervision of the court or if the Contractor shall suffer execution to be issued or shall suffer any payment under the contract to be attached or shall charge or encumber the contract or any payment due or which may become due to the Corporation hereunder or compound with its creditors or if the Contractor fails to observe and perform any of the obligations covenants or agreement on its part herein contained or if the Contractor shall go into liquidation or if the Contractor shall make any default in payment of any amount payable to the Corporation under the contract for a period of 30 days after the due date for the payment thereof, or if he commits a breach of any of the terms and conditions of the contract or if a receiver, administrator, trustee or liquidator is appointed over substantial part of the Contractor's assets or if under any law or regulation relating to reorganization, arrangement, readjustment of debts proceedings are started against the Contractor or the Contractor has repudiated the contract or has failed to commence the work on the stipulated date or has failed to comply with the

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instructions issued by the Corporation or has given false or untrue information regarding eligibility to offer/bid as revealed in the offer/bid and in the selection process even if it is over or even earlier, or if the Contractor or any of its partners or directors commits any criminal activity or act of moral turpitude or is detained under any preventive law such as TADA, FERA etc., it shall be lawful for the Corporation, without any notice to the Contractor, to terminate the contract at the Contractor's risk without thereby releasing the Contractor from any of his obligations or liabilities under the Contract and to take possession of the advertisements on the said sites displayed under the contract and the same shall be the property of the Corporation to be dealt with in any manner as deemed fit without prejudice to the rights of the Corporation to recover all sums then due under the contract and damage in respect of any breach or default on the part of the Contractor as arrears of land revenue under the provisions of Maharashtra Land Revenue Code, 1966 and as provided herein. In that event no client of the Contractor whose advertisements may be displayed by the Contractor on the hoarding shall have any cause of action of whatsoever nature against the Corporation.

48.2 If during the period the contract is in force, the Corporation has reason to be dissatisfied with the management and/or performance of the Contractor, the Corporation may by notice in writing call upon the Contractor to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Contractor fails for a period of thirty (30) days of such notice to remedy such cause/s of dissatisfaction to the satisfaction of the Corporation then notwithstanding anything contained in the Agreement to the contrary or in the event of any default on the part of the Contractor to comply with any of the terms of this contract, the Corporation shall be at liberty at any time thereafter to terminate the contract by giving the Contractor thirty (30) day's notice in writing and the contract shall on the expiry of the notice period, stand cancelled, the performance security shall stand forfeited by encashing the Bank Guarantee and the Security Deposit shall also stand forfeited

In the event of premature termination of the contract by the Contractor, the Corporation shall have the right not only to forfeit the security deposit and encash the performance security but also claim damages suffered by the Corporation. In addition, the Contractor shall also be liable to be blacklisted.

49. **CORPORATION'S COVENANT:** The Corporation covenants with the Contractor that the Contractor observing and performing all the terms and conditions of this contract and paying all dues shall be entitled to exhibit advertisements on the board/s on the hoarding/s under this contract without any obstruction or hindrance.

50. **FORECLOSURE OF CONTRACT IN FULL OR PART:** If at any time the Corporation decides to withdraw the permission granted hereunder for any reason whatsoever beyond its control and hence not require any site to be used for display of advertisements, the Corporation shall be at liberty to terminate or suspend the contract partly or fully even before the expiry of the contract period by giving thirty (30) days notice. In the event of foreclosure/suspension of the contract, the Contractor shall not be entitled to claim any compensation due to such termination/ suspension of the contract. However, the Contractor shall be given rebate in the amount of compensation without any interest for the un used period in case of foreclosure.

51. **DISPUTE AND RESOLUTION:** In case of any dispute or difference of opinion arising between Officer-in-Charge and the Contractor, the Contractor shall refer the matter to the Managing Director through the officer immediately superior to the officer-in-charge with an advance copy to the Managing Director. The decision of the Managing Director shall be final and binding on the Contractor. The Contractor shall be given reasonable opportunity to represent his case before the Managing Director.

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52. **STAMP DUTY:** All cost charges and expenses of and incidental to drawing, engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Contractor. The original agreement shall be with the Contractor and duplicate copy shall be with the Corporation. The registration of the agreement shall be the sole responsibility of the Contractor.

IN WITNESS WHEREOF the MSRDC caused Shri _____ to set his hand and affix the official seal hereto for and on its behalf and the Contractor has caused Shri _____ to set his hand and affix the official seal hereto for and on its behalf on the day and year first herein above written.

SIGNED SEALED AND DELIVERED

by _____, Joint Managing Director (Admn. and Fin.) for and on behalf of Maharashtra State Road Development Corporation Ltd.

In the presence of

1. _____
2. _____

SIGNED SEALED AND DELIVERED

By Shri _____

M/s. _____.

In the presence of

1. _____
2. _____

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ANNEXURE-I

Grant of permission to display advertisements on hoardings on the vertical faces of the superstructure of the obligatory spans of three flyovers and one Toll Plaza on Sion Panvel Highway in Navi Mumbai Region

Instalment No.	Due Date	Instalment Amount (Rs.)
1.		
2.		
3.		