THIS AGREEMENT is entered into on this 24th day July of 2014

BETWEEN

1. The Maharashtra State Road Development Corporation (MSRDC) Limited, a Company wholly owned by the Government of Maharashtra and its nominees and incorporated as a limited company under the companies Act, 1956 and having its principal office at PWD Compound Nepean Sea Road, Priyadarshini Park, Mumbai - 400 036, Maharashtra India, ( hereinafter referred to as “MSRDC” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of First Part,

AND

2. ...
2. Shrikhande Consultants Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 33-35, Shanti Centre, 3rd Floor, Plot No. 8, Sector No. 17, Vashi, Navi Mumbai – 400 705, Maharashtra, India, (hereinafter referred to as the “Selected Bidder” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the Second Part.

WHEREAS:

(A) The Government had entrusted to the MSRDC the development, maintenance and operation of Worli – Bandra Sea Link now known as Rajiv Gandhi Sea Link.

(B) The MSRDC had invited technical and commercial proposals through E-Tendering System (Tender No. 177) for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza and Collection of Toll on Upfront Basis from the bidders.

(C) After evaluation of the bids received, the MSRDC had accepted the bid of Shrikhande Consultants Pvt. Ltd., and issued its letter of acceptance No. TRF/2014/02/EE/RGSL/BRD/36/2809 dated July 04, 2014 (hereinafter called the “LOA”) to the Shrikhande Consultants Pvt. Ltd., requiring, inter alia, the execution of this Contract Agreement within One Month of the date of issue thereof.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Contract document containing Vol. I, II, & III and other relevant documents including the terms & reference and all terms & Conditions, Published & submitted for the appointment of consultant to act as Independent Engineer for the maintenance of RGSLP along with toll collection & toll plaza shall be the part of this agreement & shall be binding.

2. The Letter Of Acceptance issued under no. TRF/2014/02/EE/RGSL/BRD/36/2809 dt. 04/07/2014 and Marked as annexure ’I’ shall be Part of Contract agreement and shall be binding.

The Consultant doth hereby agree and confirm that they will be jointly and severally liable to MSRDC under this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THIS... DAY OF ABOVE WRITTEN.
SIGNED AND DELIVERED FOR AND ON BEHALF OF Maharashtra State Road Development Corporation Limited. BY

Name: [Signature]

Designation: Executive Engineer, M.S.R.D.C. (LDB), Mumbai

In the presence of:

1. [Signature]
2. [Signature]

SIGNED AND DELIVERED FOR AND ON BEHALF OF SHRIKHANDE CONSULTANTS PVT. LTD. (CONSULTANT) BY

Name: [Signature]

Designation - Sr. Gen. Manager (Projects & Devp.)

In the presence of:

1. [Signature]
2. [Signature]