MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION LTD., MUMBAI.

(4th Call)

APPOINTMENT OF CONTRACTOR FOR COLLECTION OF TOLL AT 4 TOLL STATIONS FOR SOLAPUR IRDP

1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900, S.H. No.151.

April 2016
Volume I

(Instructions to Offerers)
Name of Work: Offer for collection for toll at 4 toll stations for IRDP Solapur
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
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VOLUME I

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INSTRUCTIONS TO OFFERERS
A. GENERAL

SCOPE OF WORK: The work consists of collection of toll from the notified vehicles crossing the toll plaza at the work stated in the offer document, on behalf of Maharashtra State Road Development Corporation Ltd. (herein after referred to as MSRDC), at rates prescribed for each category of vehicles, making payment of total upfront amount / in instalments to MSRDC as specified, providing all necessary manpower, equipment, security and other arrangements as deemed fit by MSRDC and as is felt necessary by Contractor re-erecting / constructing toll booths for smooth operation of the work of collection of toll, maintaining the property, equipment, handed over by MSRDC and complying with the terms of Contract and other stipulations.

1. Subject to following eligibility criteria, the offerer having establishment in Maharashtra, having special knowledge of working conditions and having immovable property in Maharashtra shall have preference over others. The Corporation reserves the right to give price preference maximum upto 5% to the preferred offerer. If preferred offerer is second highest & difference in offers of 1st highest from outside of Maharashtra & 2nd highest a preferred offerer is less than 5% then the preferred offerer will be given a chance to raise his offer more than or equal to offer of 1st highest offerer.

2.0 ELIGIBILITY AND QUALIFICATION CRITERIA: The offer is open to all prospective offerers who meet the following requirements as detailed hereunder:

2.1 DELETED

2.2 Any person or a party, who is 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 in force or who has been black listed by the Central / State Government or Semi Government organization or Corporation or MSRDC, is not eligible to submit any offer/s. Offer/s if submitted by such person / party shall be treated as invalid.

2.3 To be eligible for award of the contract, the offerer shall provide satisfactory evidence to MSRDC of his eligibility, capability and adequacy of resources to carry out the work of toll collection effectively. For this purpose, every offer submitted shall include the following information:

2.3.1 Details of the current business along with necessary certificates of registration by respective competent authorities, banker’s name, details of financial arrangements that will be made for this work;

2.3.2 Details of toll collection works carried out by the offerer during last three years.

2.3.3 Audited Balance Sheets along with Profit and Loss account duly certified by Chartered Accountant for the last three financial years in case of companies. In other cases, tax audit report along with Balance Sheet and Profit & Loss account,
duly certified by Chartered Accountant in terms of provision of Sec 44AB of Income Tax Act, 1961.

2.3.4 An Affidavit on appropriate court fee stamp affirming that the offerer:
   a) Has not been declared bankrupt or defaulter by any institution or Government;
   b) Has not been blacklisted by the Government or any other organization for failure to pay any dues or for any other reason;
   c) Has not been adjudged by any court of Law as Insolvent or was / were not convicted under any Law for an offence involving moral turpitude or any criminal activities etc., or was not detained under any preventive Law.

2.3.5 A comfort letter from the bankers, indicating the financial capability of the Bidder, Bank”s willingness to finance the Bidder for Rs.1.0 Crores. Comfort Letter shall be signed by the competent authority of bank.

2.3.6 The contractor has to submit the cash flow including the projected traffic counts of each category and anticipated toll collection for said period.

2.4 For the purpose of this contract, the offerer shall meet the following qualifying criteria as a minimum-

2.4.1. The offerer shall have minimum annual turnover as stated at Sr. No. 5 of Instruction to bidders.

2.4.2. The net worth of the offerer shall be as stated at Sr. No. 6 of Instruction to bidders.

2.4.3. DELETED

2.5 Offer submitted by joint ventures of two or more offerers shall comply with following requirements:

2.5.1 The Joint Venture agreement shall clearly mention about the percentage participation of each partner and that they are jointly and severally responsible for carrying out the work of toll collection. The Joint Venture agreement, should confirm in clear and definite manner, the proposed financial and administrative arrangement for the management and execution of work of toll collection, the delination of duties/responsibilities, and scope of work to be undertaken by each and the authorised representatives of the Joint Venture. One of the firm shall act as lead partner representing the Joint Venture and the duties, responsibilities and power of attorney, details of experience and performance of each of the parties to the Joint Venture on works of similar nature within the past three years should be indicated.

2.5.2 The Joint Venture shall comply with the condition of minimum annual turnover stated in clause 2.4.1 above, however, the turnover of the lead partner shall not be less than 50% of the minimum annual turnover required.

2.5.3 The networth of the Joint Venture shall meet the requirement as stated in clause 2.4.2 above, however, the net worth of lead partner shall not be less than 50% of the net worth required.

2.5.4 If the offerer has purchased the offer document in his own name and subsequently has formed Joint Venture with one or two additional companies, the offer document
can be used for submission of offer in the name of the Joint Venture, provided the offerer who had purchased the offer document is the lead firm.

2.5.5 In the case of offerer claiming priority, all qualifying information and documents must accompany the offer.

2.6 No eligible toll Contractor will be allowed to participate in any further toll collection tender / BOT project of the Corporation, if he is already operating 4 toll contracts, of the Corporation /including BOT projects. The projects above 100 cr are not considered under 4 contracts. Toll collection agencies having any common persons as Directors of the company shall be treated as the same entity for this purpose.

2.7 When a toll collection contract for a particular project is operated by any agencies consecutively for three times, the agency will not be eligible to participate for fourth time for toll collection tender process for that project.

2.8 The offerer who has executed / is executing MSRDC contract should submit the no dues certificate by Accounts department of MSRDC in Technical Envelope.

3 COST OF OFFER: The offerer shall bear all cost associated with the preparation and submission of his offer and MSRDC will in no case shall be responsible or liable for these costs regardless of the conduct or outcome of bidding.

4 SITE VISIT: The offerer should visit and examine the site of toll collection and its surrounding and satisfy himself, at his own cost and responsibility, about all information such as traffic data, availability of appurtenances like gates, cabins, shed, rest rooms, speed breakers and the condition of all the appurtenances, availability of electricity, water, labour, manpower and other relevant information such as political, social, unsocial, religious, etc. activities that may be necessary for operation of the offer & may have impact on toll collection. The traffic data given in Appendix-I of the offer document is only indicative and is made available in good faith and MSRDC does not take any responsibility of its correctness and authenticity. The offerer should make his own assessment of traffic including frequent, non-frequent and free travellers and submit the offer as per his own judgement. The MSRDC shall hand over the toll station on as is basis only. MSRDC does not bear any responsibility of any bye-passable traffic due to development of any new loop and existing loop. MSRDC shall not prevent any traffic using bypasses to avoid payment of toll, at proposed location. The offerer has to make his own assessment of such traffic and work out the offer accordingly.

4.1 The offerer should submit his declaration as specified in Appendix – I of offer document.

B. OFFER DOCUMENT

5 CONTENTS OF OFFER DOCUMENT: Offer Document will be issued online. The offer document issued for the purpose of this offer shall include any addendum issued in accordance with clause 7 & 13.

5.1 The offerer is expected to examine carefully all instructions, conditions and terms of the offer. Failure to comply with the requirements of the offer document will be at
the offerer’s risk. Pursuant to clause 23, the offers which are not substantially responsive to the requirements of offer documents shall be rejected.

6 **CLARIFICATIONS:** In case any clarification or explanation is required by the offerer, he may obtain it personally or in writing well in advance.

7 **AMENDMENTS TO OFFER DOCUMENT:** At any time prior to the dead line for submission of offer, MSRDC may, for any reason whether at its own initiative or in response to a clarification requested by prospective offerers, modify the offer document by issuing an addendum. The addendum will be published on MSRDC website and E- Portal & shall form a part of the offer document and it will be binding on them.

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**C. PREPARATION OF OFFER**

8 **LANGUAGE OF OFFER:** The language of offer shall be English.

9 **DOCUMENT COMPRISING THE OFFER:** The offer to be submitted by the offerer shall comprise of the following:
   a) Form of offer and appendices thereto
   b) Receipt of Earnest Money.
   c) The information about eligibility and qualification.
   d) Cash flow including the projected traffic counts of each category and anticipated toll collection for said period.
   e) Any other material required to be completed and submitted in accordance with the instructions to offerers embodied in the offer document. The forms and the data provided in this document shall only be used without exception.
   f) Material and documents to entitle consideration on priority.

10 **OFFER PRICES:** The offerer shall quote his offer, in the Form of offer, as the net total payment, he proposes to make to MSRDC on yearly upfront basis, as more particularly mentioned in the offer document, which shall be submitted as per procedure laid down in clause 14 here under.

10.1 The toll station will be handed over to the contractor as it is. The offer amount quoted by the offerer shall exclude all the cost towards collecting the toll, maintaining the toll station, providing all necessary repair and equipment, manpower facilities if any etc. required for the work of toll collection as defined in clause 1 above. The offerer shall provide for all superintendence, labour, material, plant, equipment and all other things required for work of toll collection including all taxes, duties, royalties, octroi and other charges. The offerer shall, before submitting his offer, take into account and make provision for payments which he has to make under the various provisions of taxation law like Income Tax Act, Turn over Tax, Service Tax, VAT Tax, Property Tax and also Tax Collection at Source (TCS) etc. All taxes which are in force on the day of submission of offer shall be borne by the contractor.
10.1.1 Offerer shall take into account the costs required for making temporary arrangements to be done for starting toll collection work immediately at new locations as directed by MSRDC time to time.

10.2 Offer shall be quoted in words as well as in figure.

11.0 **VALIDITY:** Validity of the offer shall be 180 days from the date of opening of financial envelope. Thereafter, it shall be treated as valid until the offerer withdraws it in writing or till the selection procedure is complete.

12.0 **EARNEST MONEY:**

12.1 The offerer shall furnish as part of his offer, Earnest Money Deposit (E.M.D.) as stated at Sr. No.12 of information to offerer. However MSRDC has right to change this as per requirement of MSRDC and shall always be as given at Sr.No.12 of information to offerer.

12.2 The Earnest Money shall be deposited electronically through payment gateway provided on E-Portal [http://mahatenders.gov.in](http://mahatenders.gov.in). Earnest money of first three highest offerers will be kept with MSRDC till finalization of contract & EMD of rest unsuccessful bidders (whether tender submitted or not) will be refunded only after opening of Financial Envelope and also EMD of one tender cannot be adjusted against the E.M.D. of another tender.

12.3 Any offer not accompanied by Earnest Money shall stand rejected.

12.4 In the event of an offer being accepted, subject to provisions of the sub clause below, the said amount of E.M.D. if so requested by the offerer, will be appropriated towards the amount of Security Deposit payable by him under the conditions of contract.

12.7 In the event of offer not being accepted, the amount of Earnest Money deposited by the offerer shall be refunded to him subject to provision in clause 33.0 of terms and conditions of contract. EMD of all unsuccessful offerers will be refunded without any interest and on specific written request. If the refund of EMD is requested in Demand Draft the Bank charges shall be on account of unsuccessful offerer.

12.8 If after submitting the offer, the offerer withdraws his offer or modifies the same or if after acceptance of his offer fails to furnish the security deposit within stipulated time, without prejudice to any rights and powers of MSRDC here under or under any Law, MSRDC shall be entitled to forfeit the full amount of Earnest Money deposited by the offerer.

13.0 **PRE-OFFER CONFERENCE:** A pre-offer conference will be held at the date and time and address stated at Sr. No. 9 of page 63 in Volume-II of the offer document, where the prospective offerers who have purchased the offer documents will have an opportunity to obtain clarifications regarding the offer conditions and the work of toll collection.
13.1 The prospective offerers are free to ask any additional information or clarification either in writing or orally. Any modification to offer document which may become necessary as a result of pre-offer conference shall be through issuance of an addendum pursuant to clause 7 page 9 of these instructions, which then will form a part of the offer document. The offer conditions, as modified, if any shall be binding on the prospective offerers.

D. SUBMISSION OF OFFER

14. THE OFFER SUBMISSION:

Refer bidders manual kit provided at MSRDC E-Portal http://mahatenders.gov.in for participating in e-Tendering.

The person or persons signing the offer shall state in what capacity, he is or they are signing the offer, viz, as sole proprietor of firm or as a Secretary / Manager / Director etc. of a limited company.

In the case of a limited company, the names of all the Directors should be mentioned and the offer shall be accompanied by a certificate certifying that the person signing the offer 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 shall be furnished.

14.1 Contents of Technical Envelope: The Technical Envelope shall be submitted online with the following documents:
   a) Receipt of Earnest Money as per Clause 12.
   b) Qualifying documents mentioned in clause 2.1, 2.2, 2.3, 2.4 & 2.5.
   c) No dues certificate from Accounts Department of MSRDC

14.2 Contents of Financial Envelope: The second envelope clearly marked Financial Envelope shall contain duly signed and stamped offer document & Form of Offer including necessary relevant details to describe the offer fully, including the common set of deviations and any addendum issued as per clause 7 page 9.

14.3 The offerer shall submit his offer online only at the appropriate place in the offer form of this offer document. He shall not quote his offer anywhere directly or indirectly in technical envelope.

15 PLACE OF SUBMISSION: The Technical and Financial Proposal shall be submitted online only.

Refer bidders manual kit provided at MSRDC E-Portal http://mahatenders.gov.in for participating in E-Tendering.

16 DATE AND TIME OF SUBMISSION OF OFFER: The offer shall be submitted by the offerer at the date & time and address as stated at Sr. No. 10 of information to offerer. MSRDC may at its discretion, extend the dead line for submission of offer by issuing an addendum in accordance with clause 7 page 9 in which case, all rights and obligation of MSRDC and offers previously subjected to the original dead line shall be subjected to the new dead line.
LATE OFFERS: Offer documents delivered after the dead line for submission shall not be received online. The time in the clock of MSRDC E-Portal http://mahatenders.gov.in shall be considered as standard time.

MODIFICATION AND WITHDRAWAL: If after submission of the offer, the offerer withdraws his offer or unilaterally modifies the same during its validity, without prejudice to any other rights and power of MSRDC hereunder or in Law, the full amount of the Earnest Money deposited by the offerer shall stand forfeited.

E. OFFER OPENING AND EVALUATION

OFFER OPENING: All offers shall be opened as per the procedure given in para below, in the presence of offerers / their authorized representatives who choose to remain present at the date & time & at the address as stated at Sr. No.11 of information to offerer.

19.1 All information about number of offers received shall be announced for information of all those who are present.

19.2 Technical envelope of each offerer shall be then opened serially. Documents in the envelope will be verified by the offer opening authority to check their validity as per requirement. If any requisite particular is missing, a note to the effect shall be recorded by the authorized officer. The contents of envelope shall be then scrutinized with reference to the eligibility criteria which MSRDC shall do subsequently.

Note: - The offerer shall implicitly give MSRDC a right to investigate or inspect the qualifying or other information given or sites of ongoing works.

19.3 All financial envelopes of the offerers whose technical envelope do not contain the specified documents or any of the specified document is missing or the eligibility criteria is not fulfilled as stipulated will be separated out, and shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened shall be recorded without communication to any of the offerer.

19.4 Financial envelope of all the offerers who fulfill the qualification criteria shall then be opened on the date which shall be intimated separately exclusively to such eligible offerers. The offers quoted shall be announced for information of all those who are present.

PROCESS TO BE CONFIDENTIAL: After opening of the offers, no information relating to the examination, clarification, evaluation of contents of technical envelope and comparison of offers and recommendations concerning the award of contract shall be disclosed to the offerers or other persons.

Any effort by an offerer to exert unfair influence in process of examination, clarification, evaluation and comparison of offers and to influence decision concerning award of contract shall result in rejection of his offer.

CLARIFICATION OF OFFER: To assist in examination and evaluation of offers, MSRDC may ask the offerer individually for clarification of their offer including break-up of costs, reasons in case of very high / very low offer etc. The response thereof shall be in writing only.

NEGOTIATIONS: MSRDC may carry out negotiations with the substantially responsive offerer whose offer is highest, for modification of the offer by calling
offerer in its office in which case, the offerer shall remain present in the office for negotiations. As a result of negotiation the offerer shall give his revised offer in writing. The original offer shall then be treated as modified and modified offer shall be treated as the final offer.

23. **OFFER LIABLE FOR REJECTION:** The offer is likely to be rejected if on opening it is found that:
   a) The offerer has not strictly followed the procedure laid down for submission of offer;
   b) The offerer has proposed additional conditions;
   c) Additions, corrections, or alterations are made by the offerer on any page of the offer document;
   d) Any page and / or pasted slips are missing;
   e) The offerer has not signed the offer document and form of offer;
   f) The offerer 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 record of poor performance such as abandoning the toll collection work, defaulting in payment of instalments of toll collection work/s, not properly completing contracts, inordinate delay in payment of instalments, litigation history, or financial failure, etc;
   g) The offerer has not submitted the addendum as stated in clause 14.2

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 the offer.

**F. AWARD CRITERIA**

25. **AWARD CRITERIA:** Subject to clause 23, the Corporation shall award the contract to an offerer whose offer has been found to satisfy all the requirements of the offer document and who has offered highest offer except where the offerer falls under the priority criteria in which case highest offerer shall be decided as per criteria given in clause 1.1 above.

25.1. Successful bidder whose offer amount is above Rs. three crores or more shall be issued temporary work order on same terms & conditions of the contract subject to approval of the competent authority. Temporary work order is given pending board’s approval,

   a). If the offer is approved by the competent authority, the permanent work order will be issued with effect from date of temporary work order on the same terms & conditions of the contract by the Corporation.

   b). If the offer is rejected by the competent authority, then it is mandatory on the part of the toll contractor to run the toll station on the same terms & conditions till new toll contractor is appointed by the Corporation for which he shall not be eligible for any claim / compensation.

26. **CORPORATION’S RIGHTS TO REJECT:** Notwithstanding clause 25, the Corporation reserves the right to accept or reject any offer and to annul or suspend the offer process and reject all the offers, without assigning any reason, at any time prior to award of contract without any assurance for costs or consequences on the
part of the offerers.

**27 NOTIFICATION OF AWARD:** - Prior to the expiry of the offer validity period or any such extended validity period, MSRDC shall notify the successful offerer in writing that his offer has been accepted. This letter (herein after and in conditions of contract called “letter of acceptance”) shall specify the details of the accepted offer and shall constitute formal commencement of the contract.

Upon furnishing the Security Deposit by the successful offerer in accordance with clause 28 and on payment of Yearly Upfront payment by the offerer to MSRDC, the order to start work shall be given. The work order shall be accompanied by a true copy of the registered agreement.

**28 SECURITY DEPOSIT:** - In case of acceptance of offer, the successful offerer shall deposit with MSRDC, within ten days of the issue of the letter of acceptance, the security deposit as specified at Sr. No.14 of information to the offerer in the form of a demand draft or banker's cheque payable at Mumbai. The earnest money deposited by the offerer, if so requested by the offerer in writing, shall be converted into Security Deposit. The Security Deposit shall carry no interest.

The amount of security deposit shall be given at Sr. No. 14 of information to the offerer.

**29 PERFORMANCE SECURITY:** - The successful offerer whose offer has been accepted shall pay, within ten days of the issue of the letter of acceptance, as Performance security an amount as specified at Sr. No.13 on page 64 in Volume - II of offer document in any of the following forms:

The Performance Security shall be either in the form of a demand draft drawn in favour of the Maharashtra State Road Development Corporation Ltd, payable at Mumbai, which shall carry no interest or in the form of a bank guarantee issued by a Nationalized Bank or State Bank of India or bank promoted by All India Financial Institution including HDFC, issued from any branch in Mumbai or in cashable at Mumbai. The bank guarantee shall be valid for period of contract plus additional twelve weeks thereafter.

a) For offer on whole upfront basis the amount of performance security shall normally be the amount equal to the 10% of realization either as per offer amount quoted by the offerer or as per estimated realization, whichever is more.

The amount mentioned above is only indicative and for only general guidance. MSRDC reserves the right to change the above values as per requirement of MSRDC and shall always be as given at Sr. No.13 on page 64 of Vol. II of offer document.

**30 MSRDC reserves right to appropriate at its discretion the Security Deposit of successfully completed contract in full or in part to fulfil any claim or dues of MSRDC against the successful offerer.**

**31 MSRDC has full rights & powers to close the toll collection at subjected toll station before the expiry of contract period by giving short notice of 24 hours to successful bidder. Contractor has to pay toll amount for the period upto which he has run the toll station. No claims in this regard will be entertained by MSRDC.**
TERMS & CONDITIONS OF CONTRACT
TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1. The term “Contractor” shall mean and include the person or persons, firm or company who has been appointed as a Contractor by the Maharashtra State Road Development Corporation Ltd., Mumbai to collect on its behalf the toll levied at the specified Site and in the case of natural persons, him/her, his/her heirs, executors and administrators.

2. The term “Project” shall mean the “section of road / bridge / tunnel” as stated in the contract.

3. The term “Contract” shall mean and include the terms and conditions of contract, Letter of acceptance of the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the offerer by the corporation and any other document forming part of the contract.

4. The term “Contract Amount” shall mean the sum quoted by the contractor in his offer and accepted by Corporation.

5. The “Competent officer” shall mean any officer authorized by the Corporation to act on behalf of the Corporation.

6. The term “Government” shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.

7. The term “Governor of Maharashtra” shall mean and include his successors and assigns.

8. The term “Executive Engineer” shall mean the Executive Engineer for the time being in charge of the work.

9. The term “Superintending Engineer” shall mean the Superintending Engineer for the time being in charge of the work.

10. The term “Chief Engineer” shall mean the Chief Engineer for the time being in charge of the work.

11. The term “Corporation” shall mean Maharashtra State Road Development Corporation Ltd. Mumbai.

12. The term “Vice Chairman and Managing Director” shall mean Vice Chairman and Managing Director of the Corporation and shall include his successors and assigns.

13. The term “Specified Bank” shall mean Nationalized Bank or Banks promoted by All India Financial Institutions and State Bank of India.

14. The term “Site” shall mean the location provided by the Corporation where the toll collection work is to be carried out.

15. The term “Toll Station” shall mean and include the toll plaza canopy, kerbed lanes, tollbooths, administrative building, all equipments, furniture and accessories.

16. “Lump sum upfront Payment” means the net payment to be paid by the Contractor in advance against toll collection to be done by the contractor for the specified period.

17. “Lender” means financial institutions, banks, funds, trusts or trustees of the holders of debentures or other securities their successors and assigns, who provide financial assistance to the Contractor under any of the Financing Documents.

18. “Whole Upfront /Total Upfront Payment” means total payment to be paid to MSRDC before issue of work order.
19. “Yearly Upfront Payment” means the net payment to be paid by the Contractor in advance of every year against toll collection to be done by the Contractor for that year.

20. “Weekly Upfront Payment” means the net amount to be paid in one day advance before start of week by the contractor against toll collection of every week.

21. “Month” means a continuous period of 28 days starting on any week days and not as usual followed in general practice i.e. 30/31 days.

22. “Week” means the continuous period of seven days which may start on any day of week days.

23. The term “Superintending Engineer (TMU)” shall mean the Superintending Engineer, Toll Monitoring Unit and shall include his successors and assigns.

24. The term “Joint Managing Director” shall mean Joint Managing Director of the Corporation and shall include his successors and assigns.

2.0 PARTIES TO THE CONTRACT: The parties to the contract shall be the Contractor whose bid is accepted by the Maharashtra State Road Development Corporation Limited (hereafter referred to as the Corporation or MSRDC), and MSRDC Ltd., Lender/s.

2.1 The persons signing the offer or any other document forming the part of contract on behalf of other persons of 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 for such termination. The Corporation shall entertain no claim from the firm for such termination.

3.0 INTERPRETATION: Words imparting persons or parties shall include firms and Corporation and any organization having legal entity.

4.0 SINGULAR AND PLURAL: Words imparting the singular only shall also include the plural and vice versa where the context so requires.

5.0 NOTICES, CONSENTS, APPROVALS, CERTIFICATES AND DECISIONS:
Wherever 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.

5.1 Notices of 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.

6.0 OFFICER IN CHARGE: The Corporation may appoint any person at its discretion as Officer in charge of the work and authorise him to exercise such powers on behalf of the Corporation.
7.0 **ASSIGNMENT AND SUBLETTING:** The Contractor shall not sublet, transfer, assign the contract or any part thereof.

7.1 Subject to Clauses 7.2 of this Agreement, this agreement shall not be assigned by the Contractor save and except with prior consent, in writing, of MSRDC which MSRDC shall be entitled to decline without assigning any reason whatsoever.

7.2 Subject to sub Clause No. (i) to (v) below, the contractor shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement to which Contractor is a party except with prior consent, in writing, of MSRDC, which MSRDC shall be entitled to decline without assigning any reason whatsoever.

Restraint set forth in Clauses 7.1 and 7.2 above shall not apply to:

(i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of toll collection work.

(ii) mortgages / pledges / hypothecation of rights, those covered by the Replacement Agreement and their related documents of title arising or created in the ordinary course of business of the toll collection and/or for working capital arrangements for the toll collection work, payment of Lump sum Upfront Payment / Monthly Upfront Payment / Weekly Upfront Payment.

(iii) assignment of rights, titles and interest to or in favour of the Lender pursuant to and in accordance with the Replacement Agreement in respect of financing by the Senior Lenders under the Financing Documents for the Toll Collection work and

(iv) liens or encumbrances required by any Applicable Law.

(v) Senior Lenders may exercise the rights of step-in or replacement as provided in the Replacement Agreement to be entered into amongst the Contractor, MSRDC and Senior Lenders in the form set forth in this volume provided that the person Replacing the Contractor shall be deemed to be the Contractor under this Agreement and shall enjoy all rights and be responsible for all obligations under this Agreement as if it were the entrepreneur.

Notwithstanding anything to the contrary contained in this Agreement MSRDC may assign any of its rights and benefits and / or obligations under this Agreement pursuant to any direction of Government of Maharashtra or by operation of law or in the course of its own business.

8.0 **CONTRACT DOCUMENT:**

8.1 **LANGUAGE:** The language of the contract is English.

8.2 **LAW:** The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to this offer, its conditions and performance or breach of contract 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.

8.3 **PRIORITY OF CONTRACT DOCUMENTS:** The several documents forming the contracts 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:

i) Toll Notification

ii) The Contract Agreement

iii) The Commencement Order

iv) The letter of acceptance

v) The bid

vi) The terms and conditions of contract

vii) Any other document forming part of the contract.

9.0 CONTRACTOR’S GENERAL OBLIGATIONS: To demand and collect toll only from specified Motor Vehicles and trailers drawn by such vehicles that pass over the said toll station at the prescribed rates of toll stipulated in the contract. If the vehicle has to use the section/s of road/s or project site continuously and quite frequently in a day or for entire month or even beyond that for much longer period, the collection of toll shall be at concessional rates as specified and the Contractor shall make appropriate arrangements for frequent travellers in the form prescribed by the Corporation.

9.1 To issue only a sequential serial number wise computer generated receipt for the amount of toll collected to vehicle operator in the form prescribed, failing which a penalty of Rs. 10,000/- per day will be imposed on the Contractor from the date of breach of this condition till the date of compliance.

9.2 To arrange collection of toll efficiently in such a manner that the traffic at the said site is not unreasonably detained resulting in blocking up of traffic and there shall be no complaints from passengers about undue waste of time or detention of vehicles for more than due or exertion. In case more than two complaints are registered in this regard with either the concerned Executive Engineer or in the complaint register and after instructions from the Executive Engineer if necessary steps are not taken by the Contractor within one week fine of Rs. 5,000/- per day will be imposed on the Contractor.

9.3 To use the toll station only for the purpose of collection of toll and for no other purpose whatsoever. Failing which the contract will be liable to termination with consequential risk and cost to contractor.

9.4 To submit details of toll collection & traffic data to Corporation daily on toll.mumbai@gmail.com and also upload it on the website of PWD / MSRDC so as to be available daily to the public and to comply with the instructions of the Corporation as may be issued in that respect. The above information should be submitted in the format as attached in Appendix – V. failing which a penalty of Rs. 10,000/- per day will be imposed on the Contractor from the day of non compliance till the date of compliance.

9.4.1 To maintain a complaint register in the form prescribed with the tender and to submit a report regarding complaints received and compliance done or nil report every month, if there are no complaints received. On failure, penalty of Rs. 10,000/- will be imposed for the month in which there is non compliance.
9.5 Upon expiration or earlier termination of this agreement to return the toll station to the Corporation in the same condition in which it was handed over to the Contractor subject to reasonable wear and tear. If the contractor fails to hand over the toll station as directed by the Corporation the contractor will be liable to pay, penalty per day equivalent to double the amount of average daily toll collection in the preceding month or average daily toll collection of the new Contractor whichever is higher.

9.6 While handing over toll station peacefully as directed, the contractor shall give details of unpaid MSEB bills, various taxes of Grampanchayat / Municipality / Corporation, account of discount coupons issued, account of monthly passes issued as directed. In case, there is any damage to the toll station & structures, the Contractor shall be responsible to make it good and on his failure he shall be liable to pay the cost of repairing the damage as determined by Corporation.

9.7 To pay to Corporation cost of making good the damage caused to the said toll station forthwith on demand. The cost of repair as worked out by the Engineer of MSRDC Ltd. shall be final and binding on the contractor.

9.8 To make the necessary arrangements of lighting by providing lamps / lanterns in sufficient numbers, speed breakers, gates, sheds etc. at his own cost. Further, to replace at his cost bulbs and tubes and other electric accessories in the toll station at all times to ensure proper working of the toll station and regulation of traffic through it.

9.8.1 To make independent provision at his own cost for power supply including generator if required and electric lighting/lanterns etc., and bear all expenses required there for the entire period of the agreement.

9.8.2 To pay punctually, the various taxes of Grampanchayat / Municipality / Corporation, electricity charges, telephone charges, mobile phone charges and water supply charges payable in respect of consumption at the toll station to the respective authorities supplying such services, as they become due and payable and not to allow them to fall in arrears, for the entire period of agreement.

9.8.3 To make his own arrangement for water supply, first-aid box and sanitary arrangement (separate arrangement for ladies and gents) for travellers at his own cost. He must maintain the same in good hygienic condition. Failure to provide any of the above arrangement and / or to maintain the hygiene condition will entail penalty of Rs. 10,000/- per week for the first week and Rs. 20,000/- per week for further period till the date of compliance.

9.9 Not to make or retain any secret profit or margin during collection of toll. To return balance, if any to the traveller in the form of currency notes / coins and not to retain it at all. If any complaint in this connection is registered in the complaint register or with the concerned Executive Engineer, penalty of Rs. 5,000/- per incidence registered will be imposed on the Contractor.
9.10 To permit the Officers duly authorized by the Corporation in that behalf at any time or times during the subsistence of this agreement to enter upon any part of the toll station for the purpose of inspection or for any other legitimate purpose.

9.11 To give all required information and inspection of records to the authorized officers of Corporation regarding the collection of toll, if asked for.

9.12 In all respects to carry out and comply with the instructions or directions that may from time to time be given to him by the Competent Officer.

9.13 To exhibit at a place to be indicated by the Corporation in the vicinity of the said project, boards of such size and design as may be prescribed by the Corporation on which the rates at which tolls have been levied on the said section of road and conditions of levy including exempted vehicles & concessions etc. are written and to preserve and take care of such boards at his cost.

To install electronic display boards at the toll station facing both sides of the road to display information in the enclosed proforma prescribed by the Corporation at his cost. On the failure contractor will be liable to pay penalty of Rs. 10,000/- per week for the first week and Rs. 20,000/- per week for further period till the date of compliance.

9.14 To comply with the provision of the Bombay Motor Vehicles Tax Act 1958 (Bom LXV of 1958) and rules made there under and any other law/rules applicable.

9.15 To provide to the staff working at the toll station uniform as specified by MSRDC. The uniform shall consist of dark grey trouser & shirt of light grey, which shall necessarily bear the name of the employee & designation along with the name of toll collecting agency. To provide to the staff Identity Cards duly signed and stamped both by the EE, MSRDC and the authorised person of Toll Contractor. On failure, the penalty of Rs. 1,500/-per day per person for first 30 days and Rs. 3,000/-per day per person for further period till the date of compliance will be imposed on the Contractor.

9.16 To ensure that complaint Register & work order are kept at the toll collection station and both should be easily accessible at toll station failing which penalty of Rs. 5,000/- per week will be imposed on the contractor for the first week and subsequently Rs. 10,000/- per week till the date of compliance.

9.17 The Offerer specifically undertakes to unconditionally and strictly abide by all the instructions issued by MSRDC from time to time in operational matters including on deployment of the personnel and on maintenance activities

9.18 The toll Contractor undertakes the responsibility of the complete job of toll collection and routine maintenance as per the scope of the contract to the full satisfaction of the Corporation.

9.19 To comply with all requirements regarding deployment of personnel as detailed under Clause No. 16.2.
9.20 In case the contractor does not comply with the conditions strictly and fails to pay the penalty as mentioned in clause no. 9.1 to 9.19 the amount of penalty will be due and payable by the contractor to the Corporation as outstanding amount under the Contract.

10.0 RESPONSIBILITY OF CORPORATION: The contractor shall have to take the possession of toll on as is basis. During the running of toll station, the Corporation does not bear any responsibility of providing protection, deputing officer of Corporation to help toll collection, carryout any addition, repairs proposed by contractor or any other such matter as considered by the contractor that becomes necessary and useful to restrict leakage of traffic and effective recovery of toll. The contractor has to make his own arrangements and execute the same at his own expenses. The Corporation’s help will be only upto writing of letters to the concerned department for any assistance if needed by the contractor.

11.0 Deleted.

12.0 SECURITY DEPOSIT: The contractor shall pay to the Corporation within ten days of issue of letter of acceptance a Security Deposit equivalent to the amount as specified at Sr. No. 14 of information to offerer in the form of Demand Draft payable at Mumbai in favour of Maharashtra State Road Development Corporation Ltd. The Earnest Money deposited by the offerer, if paid by Demand Draft and if so requested by the offerer in writing, shall be converted into security Deposit. However, the period of ten days may be extended only upto 15 days. The said Deposit shall not carry any interest whatsoever.

12.1 The Contractor shall always maintain the original amount of security deposit and shall forthwith deposit such further cash as may be necessary to make up the original amount of security deposit (Sr. No. 14 of information to offerer). In case of failure after demand notice is duly served upon by the contractor, the corporation shall be entitled to terminate the contract and forfeit security deposit.

12.2 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 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 authority and the Contractor shall within 15 days of the date of demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount failing which the Contractor shall be liable to pay cumulative interest thereon @ 18% p.a. from the date of demand till actual payment (both days inclusive).

12.3 In the event of Security Deposit being found insufficient or if the Security Deposit 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.
12.4 Upon full and satisfactory compliance by the contractor of all obligations and requirements under this contract, the Security deposit or such part thereof as has not been forfeited or appropriated as aforesaid shall be refunded to the contractor preferably within a period of 3 months after expiry of contract.

13.0 **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 to these conditions with such modifications as may be necessary.

14.0 **SUFFICIENCY OF OFFER:** The Contractor shall be deemed to have satisfied himself as to correctness and sufficiency of the offer which shall, except in so far 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.

15.0 **UNFORESEEN PHYSICAL OBSTRUCTIONS OR CONDITIONS:** During the period of the contract, if the Contractor encounters physical obstructions or physical conditions other than climatic conditions which create obstructions or conditions in his opinion not foreseeable by an experienced Contractor, the Contractor shall give notice to the Corporation as per clause 27 Procedure for relief.

16.0 **CONTRACTOR’S EMPLOYEES:** The Contractor shall provide on the site in connection with the toll collection work and maintenance 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 collection work and maintenance work. The Contractor shall follow and abide by all rules and regulations under the labour Laws applicable. The Contractor shall appoint his own security staff and shall follow all regulations of the Security Guards Board for the area concerned. The contractor shall appoint knowledgeable computer operator per toll booth. The contractor shall get approval to the system of computers to be installed and software to be used in collection of toll from MSRDC before and after its instalment at site. The Contractor shall not make any change in software or the system of computers without prior written consent of the Corporation. The Contractor shall provide all stationery required for toll collection work and computers / smart cards / passes / coupons at his own cost.

16.1 The Corporation or officer in charge shall be at liberty to require the Contractor to remove from the collection work such person who in the opinion of the Corporation, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose presence at the toll station is considered undesirable or is a nuisance to passengers or traffic generally.

16.2 **DEPLOYMENT OF PERSONNEL:** For the purpose of discharging its obligations under this contract, the Contractor shall deploy adequate number of suitably qualified personnel as mentioned below, the Executive Engineer may, however, instruct for any change in the number of personnel to be deployed by the Toll Contractor for the purpose of collection of toll and maintenance work, amongst others, to ensure free flow of traffic.

(i) Toll Manager / Toll Supervisor
(ii) Cashier / Accounts Officer
(iii) Assistant Toll Manager / Toll Supervisor
(iv) Maintenance staff and Supervisor
(a) The Toll Contractor shall ensure that the personnel deployed by it under this contract are of good health, of highest integrity, punctual, well dressed and decent. The Contractor shall also ensure that his personnel are courteous, well behaved and well mannered. If any complaint is received by MSRDC against the behaviour or conduct of any member of the Contractor’s personnel, he shall be removed by the Contractor from the toll station forthwith on demand by MSRDC.

(b) The Toll Contractor shall furnish to the MSRDC a list of persons deployed under the contract, containing all the details like their educational qualifications, training/s attended, experience, present residential address, permanent address, a character certificate issued by a Gazetted Officer and recent photographs.

1. While employing the staff for toll collection, it is mandatory on the part of successful bidders to procure character certificate of antecedents of each employee working on the toll station from the Police Authority and submit it to the concerned Camp Office within 30 days from the date of commencement of toll station.

2. If the successful bidder fails to produce character certificates of his employees working on toll station from the police authority within 30 days as above, penal charges of Rs. 1500/- per employee will be levied on the contractor per day till the compliance.

3. If the successful bidder fails to produce character certificates of his employees working on toll station from the police authority within 60 days penal charges of Rs. 3,000/- per employee will be levied on the contractor per day till the compliance.

4. If the successful bidder fails to produce character certificates of his employees working on toll station from the police authority beyond 60 days, then his contract will be terminated. No claims of whatsoever nature will be entertained by MSRDC.

(c) Shift wise duties of the staff at Toll Collection Booths will be decided by the Contractor, in consultation with the Executive Engineer for the round the clock supervision of the Toll Plaza / Toll Collection Booths activities.

(d) The MSRDC reserves its right to object to the deployment of any personnel for any reason. In such a case, the person or persons being objected to by the MSRDC shall be removed by the Toll Contractor forthwith and replaced within a day from such removal. Notwithstanding removal of personnel as aforesaid, the Toll Contractor shall be liable for maintaining and providing the services as per the terms of the contract.

(e) The personnel deployed by the Toll Contractor shall not misconduct / misbehave with the members of public and shall observe strict discipline and decency in their behaviour.

(f) The MSRDC shall not be responsible or liable in any manner for any misconduct or misdeeds or any act or incident involving the Toll Contractor or any of its personnel in any criminal or civil case.

(g) Toll Contractor specially agrees that the personnel deployed by him, will not in any way claim employment with MSRDC and that he will clarify to them accordingly at the time of their appointment only. It is agreed that they are not employees of MSRDC. The Toll Contractor shall be solely responsible for any dispute raised by the personnel deployed either during the term of the contract or thereafter. If any such incident takes place, the Toll
Contractor shall forthwith intimate the said incident to the MSRDC and alone be responsible for consequences such as claims, cost, expenses etc. arising there from.

(h) Notwithstanding anything contained in Clause 16.2 (f) and (g), the Toll Contractor also undertakes to indemnify and keep indemnified the MSRDC against all losses suffered or likely to be suffered, including but not limited to the expenses / costs incurred by the MSRDC for defending any claim against it.

16.3 INTERSE RELATION:
(i) In all circumstances it is clearly understood by the parties that the personnel deployed by the Toll Contractor shall have no connection whatsoever with the MSRDC and the relationship of Employer and Employee shall be only between the Toll Contractor and the personnel deployed by him. The toll contractor as Employer shall be solely responsible and liable for complying with statutory liability for welfare of the employees such as ESI, EPF, workmen"s compensation, wages, bonus, medical leave etc.

(j) However, if considered necessary, the MSRDC shall have every right to enquire and seek documentary evidence from the Toll Contractor to confirm, whether all the statutory dues like ESI, EPF, Minimum wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements, in accordance with the statutory dues applicable in the area are being paid.

(k) In case of non payment of such statutory dues by the Toll Contractor, the MSRDC on being brought to its notice by any appropriate authority and on its prima facie satisfaction about such claim, shall be entitled to appropriate the amount of the Security deposit towards such dues without any further reference to or consent of the Toll Contractor and pay such statutory dues to the appropriate authority or as may be called upon by the appropriate authority. The Toll Contractor shall replenish the Security Deposit within 7 days of the notice by the MSRDC failing which the contract shall be liable to be terminated.

17.0 SAFETY, SECURITY AND PROTECTION OF ENVIRONMENT: 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.

17.1 The Contractor shall provide all necessary safety equipments such as reflective vests, helmets to the persons.

17.2 The Contractor shall provide and maintain adequate lights, guards, warning signs when and wherever required.

17.3 TRAFFIC SAFETY MANAGEMENT AND MAINTENANCE OF TOLL PLAZA STRUCTURE, BOOTHs AND AREA:
(i) The Toll Contractor shall take all necessary measures for smooth regulation and safety of traffic during toll collection. The agency shall provide, erect and maintain the necessary barricades, retro-reflective sign and cautionary boards, information boards and rate boards as per detailed drawings enclosed herewith as Annexure – I. The set of boards required shall be provided on both the sides of toll plaza.

(ii) In order to make it convenient to the road users to read the instruction and
rates written on the boards from a distance of 100 meter, the size of letters on boards shall not be less than 100 mm.

(iii) The Toll Contractor is fully responsible for toll plaza structure, booths in terms of replacement of damaged part, painting and sufficient lighting arrangements and maintain surroundings in good hygienic and aesthetic condition.

(iv) The toll contractor shall keep the riding surface of the surrounding area of toll plaza / toll booth in traffic worthy condition and shall maintain the same during the entire contract period, moreover the general cleanliness of toll plaza shall be the responsibility of toll contractor.

(v) On failure of Toll Contractor to fulfil or comply with the above requirements in 15 days time, the Executive Engineer In Charge will get it done departmentally through other agency at the toll contractor's risk and cost and would recover the cost from Security Deposit without further consent from Toll Contractor at double the DSR rate of work item in force.

18.0 CARE OF CORPORATION’S EQUIPMENT AND PROPERTY: The Contractor shall take full responsibility for the care of materials and equipment of the corporation which are given to the contractor by the corporation throughout the period of contract. Any cost towards damages to such property / equipment shall be recoverable from the contractor. Contractor shall procure all the necessary materials/equipments required for toll collection work other than those supplied by Corporation, at his own cost.

19.0 DAMAGE TO PROPERTY AND PERSONS: The Contractor shall, except in so far as the contract provides otherwise, indemnify and keep indemnified the Corporation against all losses and claims in respect of
a) Death of or injury to any person
b) Loss of or damage to any property
Which may arise out of or in consequence of the toll collection work and against all claims, proceedings, damages, costs and expenses what so ever in respect thereof or in connection therewith. The Contractor shall also indemnify the Corporation in respect of the other claims / losses other than those mentioned above.

20.0 INSURANCE

20.1 AGAINST ACCIDENT TO WORKMEN: The Contractor shall insure his workmen, equipment etc. No additional burden shall fall on the Corporation due to absence of insurance, if any.

20.2 AGAINST THEFT AND FIRE: The Contractor shall take out all necessary insurance against theft, dacoits, fire or other contingencies against loss to toll station or toll collected.

20.3 If the Contractor fails to effect and keep in force all insurance legally required or under the contract or fails to provide certified true copies of the insurance policies to the Corporation, the Corporation may effect and keep in force any such insurance policies and pay any Lump sum upfront Payment necessary for the purpose, and from time to time deduct the amount so paid from the money deposited by the contractor with the Corporation.
21.0 **COMPLIANCE WITH STATUTES OR REGULATIONS:** The Contractor shall comply with all Central or State Statutes, Rules or other Regulations in all respects.

22.0 **PATENT RIGHTS:** The Contractor shall save and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of Contractor’s equipment, material or plants used by Contractor in connection with the work.

23.0 **CONTRACTOR TO KEEP ROAD LANES CLEAR:** During the toll collection work the Contractor shall keep lanes and adjoining area free from all unnecessary obstruction and shall see that the traffic flow is smooth and is not affected and the obstructions do not become a cause of accident or complaints from public. Contractor shall always keep all the lanes operative all the time irrespective of volume of traffic. The Contractor shall always take written consent of Corporation before making any lane inoperative quoting justification for the same.

24.0 **COMMENCEMENT OF TOLL COLLECTION WORK:** The Contractor shall commence the work of toll collection on the date and time specified in the work order.

24.1 The Toll Contractor shall solely be responsible to keep complete working and management of toll collection under his contract transparent and efficient at all points of time and at all levels, for example at the level of Cashier, Toll Manager / Toll Supervisor and the Toll Contractor.

25.0 **CONTRACT PERIOD:** The period of contract shall be as stated at Sr. No.4 of information to offerer and it shall start from the date and time of commencement of the work of toll collection. It is mandatory on the part of contractor to run the contract for further period upto three months if so requested by the MSRDC. This shall be the discretion of MSRDC and shall not be the right of contractor. If required, MSRDC may extend this period for further such period as is deemed necessary by MSRDC. The terms & conditions of the entire extended period will remain the same as that of the original contract except the amount of toll instalment which shall be solely decided by MSRDC.

25.1 If a Contractor has to surrender the work of toll collection prior to expiry of the contract period or extended contract period, he shall give notice of minimum 60 days to the Corporation. However, this will not release the Contractor from his obligations of contract & appointment of a new Contractor will be done at his risk as to costs & in addition Security Deposit remitted by the Contractor will be forfeited.

26.0 **CORPORATION’S RISKS:** The Corporation’s risks are

a) War, Hostilities, invasion, act of foreign enemies.
b) Rebellion, revolution, insurrection or military or usurped power, civil war
c) Ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
d) Riot, commotion, disorder unless solely restricted to employees of the
contractor and arising from conduct of the toll collection work, provided that the same is not temporary or transitory and affects the toll collection appreciably.

e) Any other operation of the forces of nature against which an experienced Contractor could not reasonably have been expected to take precaution.

f) Repair work undertaken by the Corporation, Government, other Government Authorities on section of road resulting in total closure of traffic at the site of toll collection.

26.1 There shall not be any compensation on any ground whatsoever, affecting toll collection unless the toll collection is affected for a continuous period of more than 15 days.

27.0 PROCEDURE FOR RELIEF: Notwithstanding any other provisions in the contract, if the Contractor intends to claim any relief in the payment made or to be made to the Corporation, he shall give notice of his intention to the Corporation within 15 days of the event giving rise to the claim with facts and figures of collection supported by relevant records. The claim shall be settled based on the claim period and payment for that period. The traffic data given in Appendix – I & Provisions in Appendix – III will only be considered for settlement of any claim.

Upon happening of the event referred to in paragraph above the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make.

27.1 The claim of the contractor shall be considered only if the contractor has remitted amount due as per relevant clause. If there has been any default in remitting instalments, then the claim shall not be considered.

27.2 Contractor shall not be entitled to any compensation, rebate or reduction in contract amount i.e. amount quoted by the contractor in his offer and accepted by the Corporation, on account of change or a variation in traffic pattern, volume or intensity for any reason whatsoever except as mentioned in sub Para 27.3 and 27.4.

27.3 If the said site is closed for traffic on account of Corporation’s risk (Clause 26), then the Contractor shall be entitled to the rebate equal to amount of offer quoted by him for contract period proportionate to number of days for which the said site is closed for traffic.

27.4 If there is substantial change or variation in traffic pattern, volume or intensity, due to reasons stated as Corporation’s Risks (clause 26) directly affecting the average total collection of the toll amount, a proportionate rebate or reduction in the contract amount during the period of aforesaid contingencies shall be considered provided contractor has fulfilled conditions of clause 27 & 27.1 above. Such rebates shall not exceed 25% of the average contract amount for such period or actual shortfall on the collection for such period whichever is less. The decision given by the Managing Director on the application made by the Contractor in respect or the question of admissibility of the claim and / or grant of rebate or reduction and quantum thereof in the contract amount shall be final and binding on the Contractor.
27.5 The Maharashtra State Road Development Corporation Ltd. has no data regarding local users & if the local users agitate demanding exemption from payment of toll then rebate / claims in this regard will not be entertained. Contractor has to make his own assessment before quoting the offer & has to bear losses due to such types of incidents, if any, as & when they occur.

28.0 MODE OF PAYMENT TO MSRDC:

28.1 In case of upfront payment for entire contract period or yearly, after the Letter of acceptance is issued, the Lump sum upfront Payment as finally offered by the offerer shall be paid within 10 days of the date of issue of acceptance letter by the Corporation. Only thereafter work order shall be issued.

28.2 In case of upfront payment on instalment basis, either monthly or for any such duration as given by MSRDC at Sr. No. 16 of information to offerer, after the Letter of acceptance is issued, the 1st upfront instalment shall be paid within 10 days of the date of issue of acceptance letter by the Corporation. Only thereafter work order shall be issued. Balance instalment shall be paid as per schedule given at Sr. No. 16 of information to offerer.

28.3 In case there is holiday on the due date of payment of instalments, under the Negotiable Instrument Act, the next calendar day shall be treated as the date of payment of instalment. The instalment shall be in round figure of thousand. If any fraction remains to be paid or is overpaid the same may be adjusted in the last instalment. The Banks commission for drawing of D.D. shall be borne by the Contractor.

28.4 After the Contractor collects fully the amount offered by him to Corporation under the contract, he shall immediately thereafter remit all excess revenue collected by him over and above the offer amount after deducting 10% of excess revenue (towards contractor’s profit 5% and toll collection, administration charges 5%).

28.5 REMISSION OF TOLL INSTALMENTS: The contractor shall during the period of contract continue to remit the amount of instalments in the name of the Corporation in the form mentioned in offer document. The contractor shall make good the shortfall between the amount of toll collection and the amount of his accepted offer and remit it to Corporation in the manner prescribed hereinafter.

28.6 DELAYS AND SHORTFALLS IN INSTALLMENT PAYMENTS: If in any month the amount of toll collected by the contractor falls short of the amount of instalment specified in offer document, then the Contractor shall forthwith remit to the Corporation along with the amount of toll collected by him, the amount of the shortfall in the collection of toll relating to that month so as to make the amount of collection of toll in that week equal to the amount of instalments specified in offer document. In case the contractor does not pay full amount of monthly instalments of toll collection by due dates or within three days of due dates, then the same will be recovered by adjusting / en-cash the Security Deposit or part thereof. The notice of seven days in writing will be given to the contractor on fourth day, if he fails to pay full amount of toll instalments or recoup the shortfall within three days of due date. In case of such default by the contractor, the security deposit may at the discretion of

Signature of Contractor 29 Competent Officers
of the Corporation stand forfeited to the Corporation and the contract may be terminated / determined. The delay in payment of instalments on the due dates and arrears on account of such delays shall carry compound interest at the rate of 18% per annum covering the actual period of non payment and recovery as the case may be.

28.7 In case of monthly upfront payment basis if the Contractor makes default in remitting one instalment then Corporation has a right to terminate the contract.

28.8 In case of Yearly upfront payment basis if the Contractor makes default in remitting yearly instalment then Corporation has a right to terminate the contract within 15 days after due date. No claims of whatsoever nature will be entertained by MSRDC in this regard.

29.0 **RATES OF TOLL:** The Contractor shall recover toll only at the rates mentioned in “Schedule of Toll Rates” given in Vol. - II from all specified vehicles passing through the toll station as mentioned. The rate/s and concession so fixed by Corporation shall be displayed on the board/s erected at the location decided by the Corporation in the vicinity of the toll station, of the size and design as may be prescribed by the Corporation or its authorized representative. The Contractor shall display the rates and concessions in bold letters at various locations near toll stations. The contractor shall prepare and take care of such boards at his cost. The Contractor shall give numbered & stamped receipt to every vehicle paying the toll. The size of letter on receipt shall be such that, it should be conspicuously and easily readable. The “SINGLE JOURNEY”, “DAILY PASS”, “RETURN PASS” shall be boldly written on receipt.

30.0 **VARIATION OF TOLL RATES / CATEGORY OF VEHICLES:** If the Corporation varies the existing rates of toll levied on the specified vehicles and concessions given, at any time during the subsistence of the Contract then there would be corresponding revision to the Lump sum Upfront Payment / Monthly Upfront Payment / Weekly Upfront Payment. If the revision is on the positive side the offerer shall pay additional Upfront Payment / Monthly Upfront Payment / Weekly Upfront Payment to the Corporation within Thirty days of order to start collection of toll at revised rates. If the revision is on the negative side, the Corporation shall refund the offerer within Thirty days of order to start collection at revised rates. The decision of the Vice Chairman & Managing Director shall be final, conclusive and binding on the Contractor.

30.1 No claims / compensation will be paid to contractor in case of any exemption given by Government of Maharashtra in respect of toll collection of LMV. However, the contractor will be entitled to refund of amount paid towards LMV traffic as given in the Appendix I vis a vis LMV traffic reflected in the cash flow of the contractor accepted by the corporation whichever is less after necessary deductions if any.

31.0 **EXEMPTIONS AND CONCESSIONS:** The vehicles exempted from payment of toll and the various concessions offered to different kinds of vehicles shall be as per Appendix III.

31.1 Concessions offered for frequent travellers like concessional coupons are valid for particular vehicle only. These concessions are not transferable except for the vehicles defined in the clause 31.3.
31.2 The Contractor shall issue the coupons to such an extent that the same shall be utilized in his contract period only. The amount of concessional coupons issued by the Contractor, for which vehicles have performed their journeys after his contract period is over, shall be recovered from the contractor’s security deposit subject to provisions in clause 36 / 37. The Contractor shall not issue excessive coupons at the end of his contract period. If such excessive coupons issued by the contractor are found in use after his contract period is over, amount of the same will be recovered at double the rate of face value of the coupons from the contractor’s security deposit.

These concessional coupons shall be issued by contractor in the form of smart cards preferably, if the computerised toll system is adopted. If the system of smart cards fails in working then in that case contractor can use other system after applying for the same to the Corporation and obtaining consent of Corporation therefore in writing.

31.3 Corporation has accepted system of payment of toll, for Government owned Corporations and/or local authorities engaged in public transport, on the basis of trips of the vehicles irrespective of their registration number. Such public transport agencies pay the toll at the end of month based on actual number of trips during the month by availing appropriate concession. Some public transport agencies pay advance against likely trips to be generated during a week, a fortnight or a month. The toll collecting contractor shall keep account of such trips generated by various public transport agencies and accept the payment as per the system adopted by the Corporation without claiming extra payment for the same.

31.4 The Toll Contractor shall accept the 100/50 journey coupons and monthly passes upto a period as mentioned in Appendix – III, which have been issued by the earlier Contractor and should report to the Corporation with all details, the same will be reimbursable by the Corporation (subject to physical verification).

32.0 ROUTINE MAINTENANCE OF THE PROJECT AND THE TOLL STATION: During the period of operation of contract, the contractor will have to carry out the routine maintenance of various items as narrated in clause 32.4.

32.1 In case of IRDP projects, the scope of routine maintenance will be limited to area of operation of toll station and contractor will have to maintain the components like traffic lanes, speed breakers, dividers, gates, toll booth, rest room, any shed etc. The area of toll plaza shall generally be about 30 M x 60 M, covering the platform, central divider, footpath on both sides, roadside furniture, shed, street lights, roadside gutter, sign boards, road marking, cat eye, hazard marker, crash barrier, check barrier, arboriculture etc.

32.2 No Claim on account of maintenance and on account of damaged road will be entertained even if the maintenance cost increases. Which the contractor is bound to bear.

32.3 The scope of routine maintenance will be limited to area of operation of toll station and contractor will have to maintain the components like traffic lanes, speed breakers, dividers, gates, toll booth, rest room, any shed etc. The area of toll plaza shall generally be about 30 M x 60 M, covering the platform, central divider,
footpath on both sides, roadside furniture, shed, street lights, roadside gutter, sign boards, road marking, cat eye, hazard marker, crash barrier, check barrier, arboriculture etc.

32.4 Contractor shall maintain Toll plaza structure & the road for 100 m length on either side of toll station which will include following activities:

**Routine maintenance work**

The items of Routine maintenance, generally required and needs to be attended time to time are listed below.

1. Pothole filling by WBM, BBM, BM & AC or any other approved materials.
2. Cutting of Grass and bushes.
3. Cleaning of Road (dirt or any other debris found on road).
4. Scraping of side shoulders.
5. Deepening of gutters.
7. Washing and cleaning of median verge, railing of bridges and embankment, booth platform, crash barriers, sign & caution boards, information boards, Km stones, 200 meter stones, etc by soap wash & water.
8. Painting of km stones, railing of bridges and embankment, median verge, crash barrier, kerb, parapet of bridges and culverts.
10. White washing & colour washing to the tree girth as per IRC specification.
11. Repairs / replacement to solar blinkering light.
12. Repairs / replacement of broken delineator and delineator whose illuminocity is reduced to less than 50%.
13. Repairs / replacement of damaged km stones, 200 meter stones, guard stones, road boundary stones.
15. Maintenance of toll booth, office room, store room, rest room, etc including repairs / replacement of broken glasses, repairs to roofs & walls, flooring tiles, hinges, aldrop, tower bolts, etc. Also distempering to internal area, cement painting to external area & oil painting to doors & windows.
16. Road markings by thermoplastic paint.
17. Watering to the arboriculture in median verge / approaches & road boundary whenever required.
18. Disposal of fallen trees as per Law including obtaining upset value from forest Dept. and then auctioning and depositing auction value to M.S.R.D.C.
19. Prevent encroachment and unauthorized entry.
20. Inform the respective authorities like telephone, water supply, MSEB, optical fibre cables, etc regarding repairs to utility services when found damaged.
21. Repairs / replacement of broken sign & caution boards and information boards. Also replacement of all such boards whose illuminocity is reduced to less than 50%. All traffic signs and markings shall always be kept clean, visible and in correct alignment and position, any damage to traffic signs which reduces or threatens to reduce full and clear visibility shall be rectified and if they are used as base for posters then such posters shall be removed and the signs shall be cleaned. Signs shall be washed using detergent solution, followed by clean water in order to maintain their visibility and reflectivity unimpaired due to dust, etc. Further if any part of traffic signs are
damaged due to weathering, corrosion, vandalism or any mandatory sign including those for traffic safety and all other signs damaged beyond repair shall be replaced by the contractor. Checking of luminosity and reflectivity by appropriate devices to check visibility and reflectivity of sign board, caution board, information board, delineators and road markings, all the mentioned articles shall be replaced / repaired by similar materials if the reduction in the level of visibility falls below 50% of the original level.

22. Water spout cleaning
23. Electricity, House tax, Water charges and any other charges levied by the local authority time to time.
24. Any other item not covered above but may crop up any time during the contract.

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

34.0 BRIBES AND COMMISSION: Any bribes, commission, gift or advantages given, promised or offered by or on behalf of the Contractor/s or any one or more of their Directors/ Contractor/s or servants or any one on their behalf to any officer, employee, representative or Contractor of the Corporation or any person on his or their behalf or showing favour or disfavour to any person in relation to the contract, in any manner whatsoever will entitle the Corporation to cancel this contract and also to claim from the Contractor/s payment of any loss or damage resulting from such cancellation.

(A) Authorised Representative of the MSRDC:
(a) The MSRDC has authorized the Executive Engineer, MSRDC to carry out its function on its behalf under this contract.
(b) The Executive Engineer shall have the overall authority to control and supervise the work of collection of toll.
(c) The Executive Engineer or any other officer of MSRDC as authorized by the MSRDC shall have right and authority to inspect and check the receipt books (used/unused/counterfoils), registers and books of accounts maintained by the Toll Collecting Contractor.
(d) The instructions given from time to time by the Executive Engineer or other authorised representative shall be complied with promptly and strictly by the Toll Contractor.
(e) The Toll Contractor shall provide proper system for receiving feedback / complaints / suggestions from public and ensure prompt redressal of all grievances of the public. The Toll Contractor shall keep records of all the complaints received and replied by it and forward a copy on monthly basis to the Executive Engineer. In respect of suggestions, same will be forwarded to the Executive Engineer alongwith the recommendation of the Toll Contractor.

(B) Right of Inspection:
(a) In order to ensure smooth functioning of the Toll Plaza, manpower for round the clock supervision of the plaza activities will be deployed by the Toll Contractor.
(b) The MSRDC reserves the right to inspect, check or surprise check the activities of the Toll Contractor by conducting various assignments like noting down registration number of vehicles crossing the plaza for the purpose of verifying them from the vehicle crossing report to be generated from plaza, continuous observation of plaza activities for a particular period, surprise cash verification or any other checks as considered necessary either at MSRDC, TMU Office level or at MSRDC Camp Office level to monitor or ensure that all the activities enunciated are being carried out properly by the personnel deployed by the Toll Contractor. The Toll Contractor shall not be made part of any discreet observations. The findings of the above checks will be binding on the Contractor.

(c) The Collecting Entity shall ensure to keep such record of inspection including a register, as per Proforma prescribed by the MSRDC.

35.0 **PENALTY:**

35.1 **Overcharging:** If the toll contractor is found overcharging toll at any time during a day, more than the rate specified in tender document and if this fraud is confirmed to the satisfaction of MSRDC, for each such overcharging receipt or fraud he will be charged fine of 100 times of respective toll amount subject to minimum of Rs.25,000/-. The amount will be recovered from Security Deposit. If toll contractor is found overcharging on any other day, and the fraud is confirmed to the satisfaction of MSRDC, then the contractor will be charged fine of 300 times of respective toll amount for such overcharging receipt or fraud subject to minimum of Rs.1,00,000/-. The amount of fine will be recovered from the said deposits. If toll contractor is found overcharging any time again and said fraud is confirmed to the satisfaction of MSRDC, then the contract will be terminated and the contractor will be totally banned from quoting or participating in any of the toll bids of MSRDC in future. In case of the partnership firm or Joint Venture firm, all the partners / members of the JV will be totally banned from quoting or participating in any of the toll bids of MSRDC in future.

Further MSRDC shall have right to blacklist the contractor.

35.2 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 thirty(30) days after the due date for the payment thereof, 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 within the stipulated time or has failed to comply with the instructions issued by the Corporation or has given false or untrue information regarding eligibility to offer as revealed in the offer and in the selection process even if it is over or even earlier, or if the Contractor or any of its directors commits any criminal activity or act of moral turpitude or is detained under any law or Act for time being in force dealing with any criminal activity, it shall be lawful for the Corporation, without any notice, to terminate the contract forthwith and to take possession of the sites 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.

35.3 If during the period the contract remains in force, the Corporation has reason to be dissatisfied with the management and/or performance of the Contractor or his representative, 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 after the receipt 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, 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 and also the security deposit shall stands forfeited.

35.4 The toll Contractor will be charged a fine equal to 5% of offer amount if he is found non co-operative towards the traffic survey consultancy work and resists to conduct the traffic survey by threatening the traffic survey personnel.

36.0 TERMINATION:

36.1 If the Contractor is deemed by law unable to pay his debts as they fall due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or becomes insolvent or makes an arrangement with or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection of his creditors or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets or if under any Law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing events or, a default has occurred under any of the Financing Documents & any of the Lenders has recalled its financial assistance & demanded payment of the amounts outstanding under the Financial Documents or any of them as applicable, then the corporation may after giving notice to the contractor, enter upon site & terminate the contract at the
contractors risk without thereby releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights, remedies or authorities conferred on the corporation under the contract.

OR

If the Contractor -
36.2 a) has repudiated the contract - or,
   b) Without reasonable excuse has failed to commence the work within stipulated time - or,
   c) Has failed to comply with the instructions issued by Corporation or his authorised officer – or
   d) Has failed to remit the instalments on the due dates and the due amount - or
   e) Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligations under the contract - or
   f) Committed any breach of any of the terms of contract,- or
   g) Has given false or untrue information, regarding eligibility to offer, in the selection process – or
   h) Non courteous, rude behaviour with the travellers – or
   i) Breached any of the terms and conditions of the contract for any reason whatsoever

then the Corporation may after giving 14 days prior notice to the Contractor, enter upon site & terminate the contract at the Contractor’s risk without thereby releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights, remedies or authorities conferred on the Corporation under the contract.

36.2.1 If the Security deposit of the Contractor is adjusted as per provisions of the Clause 28 in whole or in yearly and the contractor thereafter as per the provisions of the Clause 12.1 has failed to maintain the amount of the security deposit to the original amount, then the Corporation may after giving notice to the Contractor enter upon the site and terminate the contract at the Contractor’s risk without thereby releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights, remedies or authorities conferred on the Corporation under the contract.

The Contractor shall also not be entitled to participate in any tender of MSRDC in respect of toll collection and / or commercial exploitation for a period of two years.

36.2.2 In the event of any default on the part of the Contractor to comply with any of the terms of this contract or in the event of termination of the contract by the Corporation under any Clause, the Corporation shall have the right to forfeit the entire amount of security deposit full or any part thereof in or towards the satisfaction of any claim of the Corporation for any damages, losses, costs, charges or expenses or otherwise howsoever. The decision of the Managing Director in respect of such damages, losses, costs, charges or expenses or otherwise howsoever shall be final and binding on the Contractor.

36.3 If the Contractor/s being a natural person/s dies/ die or being a natural person is adjudged insolvent or commits any criminal activity or act of moral turpitude or is detained under any preventive law or commits any act of insolvency or being a limited company is ordered to be wound up or makes arrangements with its...
creditors or fails to observe any of the provisions of the contract or any of the terms and conditions governing the contract, the contract shall forthwith stand terminated without prejudice to any other rights, remedies or authorities of the Corporation under the contract and no compensation shall be payable by the Corporation.

36.4 In the event of change of location of toll stations on any account what so ever, the contract in that event will be terminated and Contractor shall not have any claim of any type on account of such termination of contract.

36.5 The Corporation reserves the right to foreclose the contract at any stage without assigning any reason for such a foreclosure. The Contractor shall not be liable for payment of any compensation, rebate in any form on account of such foreclosure.

In the event of premature termination of the contract by the contractor, the corporation shall have the right not only to forfeit the performance security and/ or security deposit but also to claim damages suffered by the corporation.

37.0 PAYMENT UPON TERMINATION:

a) Upon termination of the contract under clause 35.2 or 36.1 or 36.2 the Contractor shall not be entitled for any refund of Lump sum upfront amount / Monthly upfront amount / Weekly upfront amount. The security deposit shall stand forfeited.

b) Upon termination of the contract as above the whole of security deposit shall be forfeited by the Corporation. The Corporation shall carry out the balance work at the Contractor’s risk and cost. The Corporation shall refund to the Contractor such amount of Lump sum Upfront / Monthly Upfront amount / Weekly Upfront amount attributable to the balance period of contract for which a new Contractor is appointed after adjusting the losses, if any, in the toll collection and payment due to the lenders, if any. All the refund shall be made at the end of contract period without any interest.

c) Upon termination of the contract under clause 36.3 the whole of security deposit shall be forfeited by the Corporation. The Corporation shall carry out the balance work at the Contractor’s risk and cost. The Corporation shall refund the Contractor unless it is repugnant to the law for the time being in force, such amount of Lump sum Upfront / Monthly Upfront Payment / Weekly Upfront Payment attributable to the balance period of contract for which new Contractor is appointed after adjusting the losses, if any, in the toll collection and payment due to the lenders, if any. All the refund shall be made at the end of contract period.

d) Upon termination of the contract under Clause of Penalty Clause No. 35, the whole Security Deposit shall be forfeited by the Corporation. The Corporation shall carry out the balance work at the Contractor’s risk and cost and consequences. The Corporation shall not refund the Contractor any such amount of lump sum Upfront / Monthly Upfront payment / Weekly Upfront payment attributable to the balance period of contract for which new Contractor is appointed.

38.0 RECOVERY OF DUES: The Corporation shall, without prejudice to its any other rights and remedies be entitled to recover from Contractor/s, all amount due to or
recoverable by Corporation from him / them, under the contract, as arrears of land revenue, under the provisions of Maharashtra Land Revenue Code, 1966.

39.0 **DISPUTES AND RESOLUTION:** In case of disputes or difference of opinion arising, the decision of the Vice Chairman and Managing Director shall be final and binding on the Contractor. The Contractor shall be given reasonable opportunity to represent his case before the Vice Chairman and Managing Director.

40.0 **STAMP DUTY:** The Contractor shall bear and pay stamp duty and registration charges in respect of the agreement.

41.0 **TAX:** All taxes which are in force on the day of submission of offer and further taxes shall be borne by the Contractor. TCS as applicable on each instalment shall be borne by Contractor in addition to the instalment amount.

42.0 Facilities to be provided to EE (TMU), Mumbai, MSRDC, throughout the contract period after receipt of work order are as follows:
- (i) 2 Desktop computers and one Laptop of latest configuration along with in built software and two laser colour printer (with all-in-one functions)
- (ii) One project inspection vehicle (AC) along with driver, general running limit upto 3000 km. All the expenditure towards fuel and maintenance/ driver etc shall be borne by the contractor.
- (iii) 2 office assistants with Graduation and MSCIT qualification, having knowledge of Marathi and English Typing.
- (iv) 1 Peon

All these facilities should be provided by the agency at his own cost no other fee shall be paid by MSRDC against this expenditure, failing which MSRDC shall recover the default amount at the discretion of MSRDC from Security Deposit/Performance Security etc.

43.0 **Access to toll server at toll stations:** The contractor has to provide access to his toll server to the server of MSRDC to collect daily traffic data/daily revenue data to publish in MSRDC/ITCC Pune websites. This is essential to comply the Audit/CAG queries and also to achieve transparency in tolling system. Failing which MSRDC will levy fine of Rs. 10000/- per day till the compliance of this condition.
SAMPLE FORM OF LETTER OF ACCEPTANCE OF OFFER

No. :
Date:
To,

Sub: Offer for collection for toll at 4 toll stations for Solapur IRDP.
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

This is to inform you that your offer for appointment as Contractor for collection of toll at approved rates on all specified vehicles and trailers drawn by such vehicles passing over the said section of road / project at above subjected toll station for a period of 156 weeks from the date of authorization by the competent authority for the amount of Rs._____________ (Rupees ___________________ only) on Yearly upfront payment basis has been accepted by the Corporation.

As you are aware, you have to pay to the Corporation Security Deposit of Rs._____________ (Rupees ___________________ only) in the form of Demand Draft payable at Mumbai in favour of Maharashtra State Road Development Corporation.

Please note that as per the said terms and conditions of contract, if you fail or neglect to pay to the Corporation within ten days of issue date of this letter of acceptance of offer to you, Security Deposit Rs._____________ (Rupees ___________________ only) and first monthly upfront payment of Rs._____________ (Rupees ___________________ only) and execute the agreement within the specified time, then this contract for your appointment as Contractor shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the Corporation, the amount of Earnest Money paid by you shall forthwith stand forfeited to the Corporation and the Corporation shall be entitled to appoint in your place another Contractor at your risk as to costs and consequences. First aid box, complaint register, drinking water, Toilet blocks & Electronic display etc. should be provided at toll plaza. Police verification of the staff employed on toll booth and issuance of uniform to them needs to be complied right from the day one of collection of toll.

You are also requested to deposit non refundable amount of Rs._____________ (Rupees ___________________ only) towards maintenance for the first year as per terms and conditions of the contract.

Upon payment of the above mentioned amount, you are requested to attend this office to sign the agreement then work order will be issued by this office.

Thanking you,

Executive Engineer (TMU)
MSRDC (Ltd.), Mumbai
SAMPLE FORM OF AGREEMENT

AGREEMENT

NAME OF WORK __________________________________________This agreement made on this __________________________ day of ___________________ the year Two Thousand _____________ at Mumbai.

Between Maharashtra State Road Development Corporation Limited,

a Government of Maharashtra Undertaking, 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 the said Corporation or its successors or assigns of the ONE PART.

AND

(Name of Contractor / Firm / Company)

hereinafter referred to as “the CONTRACTOR” which expression shall, unless the context does not admit or requires otherwise shall mean and include it, him or them or his/them respective heirs, successors administrators or assigns of the OTHER PART

WHEREAS the Corporation is a Company incorporated under the Indian Companies Act 1956 and is owned by the Government of Maharashtra as defined in Section 617 of the Companies act;

AND WHEREAS under the provisions of Motor Vehicle Tax Act (Bombay Act No. LXV of 1958) hereinafter referred to as "the said Act", the Toll Road and Bridge act 1875 and the Central Act No. XY of 1864, the Government of Maharashtra is empowered to levy and collect toll on motor vehicles and trailers drawn by such vehicles;

AND WHEREAS under the provisions of the said Act the Government has authorized the Corporation to collect the toll levied at the section of road / project described below: (Description of project to be given);

AND WHEREAS the Corporation has decided to collect the toll through the Contractor appointed by the Corporation and to authorize such Contractor or through their servants to collect the toll under the said Act;

AND WHEREAS with a view to select and appoint suitable Contractor to collect toll levied at the above said section of road / project the Corporation had invited offers;

AND WHEREAS the offer made by the Contractor for collection of toll at the said section of road / project for a period of 16 weeks / months to be reckoned from the date of authorization of the Contractor to collect the said toll has been accepted by the Corporation and the Corporation has agreed to appoint the Contractor of the Other Part to

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M.S.R.D.C.

collect the toll at the said section of road / project on terms and conditions hereinafter referred to;

And Contractor has pursuant to one of the terms and conditions of the contract, deposited with the Corporation a sum of Rs._____ (Rupees __________________Only) as Security Deposit for due observance and performance of terms and conditions and obligations hereinafter contained or incidental thereto;

AND WHEREAS it has been agreed that the above said sums as deposited by the Contractor will not carry any interest;

AND WHEREAS the Contractor has generally undertaken to abide by all the terms, conditions, directions and suggestions as contained in the set of offer document

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

IN CONSIDERATION of the promises and the stipulated payments to be made, the Corporation of the One part doth hereby appoint the Contractor of the Other Part, and, the Contractor doth hereby agree to act as a Contractor of the Corporation of the One Part to collect the toll on the vehicles, specified separately and trailers drawn by such vehicles passing over or through the said section of road / project for a period of ____ weeks / months. In furtherance the Corporation of the One Part has handed over the project site along with such kiosks and other construction necessary to safeguard proper implementation of the toll collection scheme as per the detailed receipt separately given by the Contractor. The Contractor is thus entitled and empowered to collect the toll from all the specified vehicles and trailers drawn by such vehicles seeking entry or exit through the toll site at the rates prescribed in this behalf by the Corporation or as may be specified by the Government of Maharashtra from time to time.

The Contractor has expressly agreed that -

1. The offer, the terms and condition of offer and contract, the letter of acceptance 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 Contractor and the Corporation. If any inconsistency occurs between the express provisions of this contract and other stipulations elsewhere, the contract provisions shall prevail. It is further agreed that if there is inconsistency in the meaning of two similar stipulations, the same shall be resolved by referring the point to the Managing Director whose decision will prevail and govern the relationship.

2. The Contractor hereby expressly agrees that other terms and conditions in particular about the procedure or the manner of performance of the agreement and such other aspects not specifically provided in the contract document shall be regulated by clear cut written instructions issued by the Corporation or its authorized officer in this behalf.

3. It is stipulated that in case the instalments are not paid or remitted, within the time prescribed by the Corporation and remain unpaid for 7 days after the notice of non-payment or neglect in making full payment, the arrears shall carry interest at the rate of 24% per annum covering the actual period of non-payment or recovery as the case may be. Such interest shall be included in the sums recoverable from the
4 (a) If the existing rates of toll levied on the specified vehicles are varied at any time during the subsistence of the agreement, it is mutually agreed that there would be corresponding revision in the amount of agreed consideration either by way of repayment or recovery as assessed by the Corporation, the decision of the Managing Director in this respect shall be final and binding on the Contractor. The revision i.e. repayment or recovery from the Contractor as the case may be being consequential, will not give any party any right to terminate the contract.

(b) After the revision is carried out, it will be lawful for the Corporation to demand corresponding rise or fall in the contract amount as also the instalments to be paid by the Contractor for the remaining period of contract. This agreement to that extent shall be deemed to be amended.

IN WITNESS WHEREOF THE Maharashtra State Road Development Corporation Ltd, Mumbai, the party of the ONE PART has set their seal and signature AND the Contractor above named i.e. the party of the OTHER PART has respectively set his / their hand/s and / or common seal hereto on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By Shri ___________________________ } Signature.

For and on behalf of the Maharashtra State Road Development Corporation Ltd, the Party of the ONE PART in the presence of

1 Shri. _____________________________ } Signature.

2 Shri. _____________________________ } Signature.
F. SIGNED, SEALED AND DELIVERED

By Shri/M/s ____________________________ } Signature.

i.e. the party of the OTHER PART in the presence of

1 Shri. ________________________________ } Signature

2 Shri. ________________________________ } Signature

OR

(The common seal of ______________________________________ above named contractor/s was pursuant to the Resolution passed at the meeting of the Board of Directors of the said Company duly convened and held on _______________ day of 20__, hereto affixed.)

1) } Signature

2) } Signature

who in token thereof have signed in presence of

1) } Signature

2) } Signature
SCHEDULE I

PARTICULARS OF FINANCIAL ASSISTANCE

<table>
<thead>
<tr>
<th>Name and Address of the Lender</th>
<th>Nature and Amount of Financial Assistance</th>
<th>Details of Financing Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

SCHEDULE II

SPECIFIED LOCATION

Offer for collection for toll at 4 toll stations for Solapur IRDP.

1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.
**Receipt (Computer Generated Only)**

Front side of Receipt

| महाराष्ट्र राज्य रस्ते विकास महामंडळ (मर्यादा) |
| महाराष्ट्र राज्य रस्ते विकास निगम (मर्यादा) |
| Maharashtra State Road Development Corporation Ltd. |

IRDP SOLAPUR

| 1. Toll Plaza   : |
| 2. Receipt No.  : |
| 3. Date        : |
| 4. Time        : |
| 5. Type of Journey : |

**FORMAT OF RECEIPT, SCHEDULE OF TOLL RATES, BOARDS TO BE DISPLAYED VEHICLES EXEMPTED, INFORMATION BOARD**

**ठेकेदार :**

Contractor

* The Contractor shall have separate receipt for each toll station but details as mentioned above & on the back side have to be incorporated. Otherwise penal action will be initiated.
## Back Side of Receipt

**At 4 toll stations for IRDP Solapur**

<table>
<thead>
<tr>
<th>अ. क्र.</th>
<th>वाहनों का प्रकार</th>
<th>एका प्रवासार्थी</th>
<th>एकल प्रवास</th>
<th>Single journey</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>कार / जीप / बैंगनी / सहाय आसानी रिक्सा / म.म.र.प. महामंड़ल वर्गाओं कार / जीप / बैंगनी / छोटे आसानी ओटो / म.म.र.प. महामंड़ल वर्गाओं Car / Jeep / Van / Six Seater Rickshaw / MSRTC Buses</td>
<td>कार / जीप / बैंगनी / सहाय आसानी रिक्सा / म.म.र.प. महामंड़ल वर्गाओं कार / जीप / बैंगनी / छोटे आसानी ओटो / म.म.र.प. महामंड़ल वर्गाओं</td>
<td>00.00</td>
<td>00.00</td>
</tr>
<tr>
<td>2</td>
<td>मोटर वाहन / 12 से 20 आसानी वाहन / लघुकार्य कार्य के लिए सामान्य वाहन मोटर वाहन / 12 से 20 आसानी वाहन / लघुकार्य कार्य के लिए सामान्य वाहन Mini bus / 12 to 20 seater vehicle / Light commercial vehicle.</td>
<td>मोटर वाहन / 12 से 20 आसानी वाहन / लघुकार्य कार्य के लिए सामान्य वाहन Mini bus / 12 to 20 seater vehicle / Light commercial vehicle.</td>
<td>35.00</td>
<td>45.00</td>
</tr>
<tr>
<td>3</td>
<td>ट्रक / बस / ट्रक / बस Truck / Bus</td>
<td>ट्रक / बस / ट्रक / बस Truck / Bus</td>
<td>60.00</td>
<td>75.00</td>
</tr>
<tr>
<td>4</td>
<td>मल्टी एक्स़ल वाहन / अधिक मशीनरी मल्टी एक्स़ल वाहन / अधिक मशीनरी Multi Axle vehicle / Heavy Machinery</td>
<td>मल्टी एक्स़ल वाहन / अधिक मशीनरी Multi Axle vehicle / Heavy Machinery</td>
<td>75.00</td>
<td>90.00</td>
</tr>
</tbody>
</table>

- **For complaints & suggestions please contact:**
  - **a)** Executive Engineer,
    M.S.R.D.C. Ltd., Camp Office, Pune.
  - **b)** Executive Engineer,
    M.S.R.D.C. Ltd.,
    Toll Monitoring Unit,
    Opp. Bandra Reclamation Bus Depot,
    K.C. Road, Bandra (W),
    Mumbai - 400 050.

---

MARATHI TEXT:

तकऱ व सूचनेसाठी कृपया संपर्क साधा/शिकारावती व सुज्ज्वल के लिये कृपया संपर्क करे /For complaints & suggestions please contact:

<table>
<thead>
<tr>
<th>अ) कार्यवारी अभियंता</th>
<th>महाराष्ट्र राज्य रस्ते विकास महामंड़ल (मर.) , शिक्षारी कार्यालय, पुणे.</th>
</tr>
</thead>
</table>
| ब) कार्यवारी अभियंता | महाराष्ट्र राज्य रस्ते विकास महामंड़ल (मर.), 
पदार्थ सानियंक वेग, वांग रिक्सेमेन्स व वानांक सक्रिय, के. सी. 
भाग, वांग (परिपक्व), मुंबई - ४०० ०५०. |

Signature of Contractor | 48 |
Competent Officers
फलक कः २

प्रकल्पावाचती माहिती:-

१) प्रकल्पावाच नाव:-
२) प्रकल्पावाच मुखः कामाक्षी:-
३) उद्योगांतः नाव य पता:-
४) साहाय्य अधिकारी क्रमांक य कालावधी:-

५) काम केलेल्या विभागांचे नाव:-
६) म.र.र.वि.महामंडळाचे संपर्क अधिकारी (नाव य पत्ता):-

७) नज़ीकच्या पोलीस स्थानकांचे नाव, अंतर य दरम्यान क्रमांक:-
८) नज़ीकच्या शासकीय रूपांतरांचे नाव, अंतर य दरम्यान क्रमांक:-
९) पक्क्या मुखलीवाची उंदेक्षार (नाव य पत्ता):-
१०) पक्क्या मुखली करणा-या उंदेक्षार संपर्क अधिकारी (नाव य पत्ता)

११) पक्क्या मुखली कंपनीचा कालावधी दि. ............. पासून दि. ............. पर्यंत.
(मिळालिंग तरतूदीतूरु युढ़ू उंदेक्षारांची निवडकी पर्यंतचा मुंतमत दि. ............. पर्यंत)

१२) सकलत दिलाची दि. ............. पासून ............. वर्ष.
M.S.R.D.C.

* All the information boards should be displayed in English & Marathi

NOTE: ACTUAL TOLL RATES MAY BE WRITTEN
FOR SIZE OF LETTER REF : IRC - 30-1968
* All the information boards should be displayed in English & Marathi

NOTE: ACTUAL CONCESSIONS MAY BE WRITTEN
FOR SIZE OF LETTER REF: IRC - 30-1968
NOTE:
HEIGHT OF LETTER -- 270 mm. for Four lane & Six lane Main Road.
THICKNESS OF LETTER -- 31 mm.
REFERENCE : IRC- 30- 1968

* All the information boards should be displayed in English & Marathi
M.S.R.D.C. (LTD.)

WELCOMES YOU
PLEASE PAY TOLL

NOTE:
HEIGHT OF LETTER -- 270 mm. for Four lane & Six lane Main Road.
THICKNESS OF LETTER -- 31 mm.
REFERENCE : IRC- 30-1968

* All the information boards should be displayed in English & Marathi
**LIST OF VEHICLES EXEMPTED**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Date &amp; Time</th>
<th>Vehicle No.</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
## COMPLAINT REGISTER

Issued to Agency:______________________________________________________

<table>
<thead>
<tr>
<th>पधकर नाका</th>
<th>तक्षार नोट (केलेची) तारीख व वेळ</th>
<th>तक्षारदाराचे नाव, पूर्ण पता, भूमिपत्तनी/पुरवठनी क्र. व पधकर पावती क्र.</th>
<th>तक्षार / सूचनांचे स्वरूप तक्षारदार यांच्या स्वाक्षरीत्यसाठी</th>
<th>पधकर नाका प्रमुखाने तक्षार / सूचना यावर केलेली कार्यवाही</th>
<th>संबंध क्र. 5 मधील पूर्णता केलेली तक्षार</th>
<th>तक्षार / सूचना पधकर नाका प्रमुखाच्या केलेली नसल्यास तक्षारीचा उत्तरा सक्ष अधिकारी यांच्याकडे अभिप्रायासाठी पाठविण्याचा आहे, त्याप्रमाणे केलेली कार्यवाही</th>
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</tbody>
</table>

Signature of Executive Engineer

Signature of Contractor 55 Competent Officers
PROFORMA OF ELECTRONIC DISPLAY BOARD
Size of board – 8 ft X 4 ft on each side of road, clearly visible

**Display Technical Specification to be implemented:**

1. Display Board should be IP-65 based.
2. Display should be compatible through Toll Station existing software.
3. Software should generate a file every day at each location (Toll Station collection centre) & send the data to MSRDC (TMU), Mumbai & ITCC, Pune.
4. Software should generate total vehicle counting file for various category of vehicles (Toll Station collection centre) & send the data to MSRDC (TMU), Mumbai & ITCC, Pune.
5. Display should have provision to display date & time.
6. Approved Certificate of display compatible through existing software from Toll Station collection centre to be attached while submitting the tender.
7. Fully outdoor display with super bright LED intensity & over head cap on each LED for better viewing.
8. Per day Data collected (Toll Station per day collection) at each location is to be kept in an electronic storage format & if required, can be able to retrieve any time after 25 years.
9. LED Board Size 8 feet’s X 4 feet’s Cabinet Size 1276mm (L) X 1276mm (H) X 150mm (D)

<table>
<thead>
<tr>
<th>Ph 10mm Semi-outdoor LED Module Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pixel Pitch</strong></td>
</tr>
<tr>
<td><strong>LED Configuration</strong></td>
</tr>
<tr>
<td><strong>Chip Color</strong></td>
</tr>
<tr>
<td><strong>Module Size</strong></td>
</tr>
<tr>
<td><strong>Module Density</strong></td>
</tr>
<tr>
<td><strong>Usage</strong></td>
</tr>
<tr>
<td><strong>Module</strong></td>
</tr>
<tr>
<td><strong>Display Weight</strong></td>
</tr>
<tr>
<td><strong>Pixel Distance</strong></td>
</tr>
<tr>
<td><strong>Pixel Density</strong></td>
</tr>
<tr>
<td><strong>Viewing Distance</strong></td>
</tr>
<tr>
<td><strong>Viewing Angle</strong></td>
</tr>
<tr>
<td><strong>Resolution</strong></td>
</tr>
<tr>
<td><strong>Pixel Matrix</strong></td>
</tr>
<tr>
<td><strong>Pixel Constitute</strong></td>
</tr>
<tr>
<td><strong>Average Power Consumption</strong></td>
</tr>
<tr>
<td><strong>Maximum Power Consumption</strong></td>
</tr>
<tr>
<td><strong>Frame Rate</strong></td>
</tr>
<tr>
<td><strong>Refresh Rate</strong></td>
</tr>
<tr>
<td><strong>Driving Mode</strong></td>
</tr>
<tr>
<td><strong>Environment Temperature</strong></td>
</tr>
<tr>
<td><strong>Brightness</strong></td>
</tr>
<tr>
<td><strong>Working Temperature</strong></td>
</tr>
<tr>
<td><strong>Life time</strong></td>
</tr>
<tr>
<td><strong>Working Voltage</strong></td>
</tr>
<tr>
<td><strong>Working Current</strong></td>
</tr>
</tbody>
</table>
TABLE WHICH IS TO BE DISPLAY ON LED DISPLAY BOARD.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Cost (Including cost of toll plaza)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>a) Cost of Repairs and Renewal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Administrative, Establishment and Toll Collection charges.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Land Acquisition, Utility Services and Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Inflation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Compounding interest of Bank / Financial Institute Loan</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Project Life Cycle Cost(Sr.No.1 + Sr.No.2)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Internal Rate of Returns (I.R.R.)</td>
<td></td>
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<tr>
<td>5</td>
<td>Concession Period</td>
<td></td>
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<tr>
<td>6</td>
<td>Concessionaire's Equity</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Returns on Equity</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Total Toll fee to be collected</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Toll fee Collection period (From_______)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Lender Bank / Financial Institutions</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Toll Plaza Name</td>
<td></td>
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<tr>
<td>12</td>
<td>Toll Collection on Date____________</td>
<td></td>
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<tr>
<td>13</td>
<td>Cumulative Amount Received till Date __________</td>
<td></td>
</tr>
</tbody>
</table>

Note: The above figures (cost / period etc.) may change subject to variation in scope of project in future and or change in lending rate and or as stipulated in tender condition.

As per Government letter No. खाल्से-2०१२/प्र. क्र ३३/रस्ते-९, दि.१३.०७.२०१२ data related to the project lifecycle cost have to be published daily or as and when required in the above proforma.

Delay in installation of electronic display board will be charged 25,000 per day from the date of work order. No claim in this regards will be entertained by MSRDC.
Volume II

(Details of Tender)
Name of Work: - Offer for collection for toll at 4 toll stations for Solapur IRDP.
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

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VOLUME II

(VARIABLE DOCUMENT)

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<th>Page No.</th>
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</tr>
</tbody>
</table>
DETAILED TENDER NOTICE
(4th Call)
DETAILED TENDER NOTICE FOR TOLL COLLECTION (4th Call)

The MSRDC invites online offers from eligible persons, firms and companies for the following work on **Yearly upfront payment basis** for the purpose of collection of toll on vehicles:-

Name of work : Offer for collection for toll at 4 toll stations for Solapur IRDP.
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

Net Estimated Realisation : Rs. 2100 Lacs.

Contract Period : 156 weeks (on Yearly Upfront Payment basis)

Detailed Offer Notice : Available at below mentioned address and web page or contact the Undersigned.

Submission of completed Offer : 20/04/2016 upto 17:00hrs online only

Validity of the offer : 180 days from the date of opening.

Earnest money deposit : Rs 110 Lacs shall be paid online through payment gateway.

Security Deposit : Rs. 110 lakhs form of DD or banker’s cheque payable at Mumbai.

Eligibility Criteria:-
1) Net worth : Rs. 160 Lacs. in any one of the last three years
2) Annual Turnover : Rs. 1100 Lacs in any one of the last three years.
3) Experience : NILL

All future Corrigendum and other information will be available on website of MSRDC only. For this, the prospective bidders should refer to MSRDC website continuously till submission date.

Right to accept or reject any or all offers without assigning any reason thereof is reserved by the MSRDC.

Executive Engineer (TMU)
MSRDC LTD., Mumbai.
INFORMATION TO OFFERERS
### INFORMATION TO OFFERERS

|   | NAME OF THE WORK / PROJECT | Offer for collection for toll at 4 toll stations for Solapur IRDP.  
   |   |   | 1) Solapur – Hotgi Road at Km. 7/650.  
   |   |   | 2) Solapur – Barshi Road at Km. 61/900.  
   |   |   | 3) Solapur – Degaon Mangalweda Road at Km. 365/950.  
   |   |   | 4) Solapur – Akkalkot toll station at Km. 79/900.  
|   | Authorized representative of Maharashtra State Road Development Corporation Ltd., Mumbai | Executive Engineer (TMU)  
   |   |   | Opp. Bandra Reclamation Bus Depot, Bandra (W), Mumbai - 400 050.  
|   | Net Estimated Realisation - (On Yearly upfront basis) | Rs.2100 lacs  
|   | Contract Period | 156 weeks (Yearly Upfront Payment basis)  
|   | Minimum Annual Turnover of Individual / firm shall not be less than | Rs. 1100 lacs in any one of the last three years.  
|   | Net worth of Offerers shall Not be less than | Rs. 160 lacs in any one of the last three years.  
|   | Bank specified by the Corporation | Nationalized Banks, State Bank of India, Bank promoted by all India Financial Institutions including HDFC.  
|   | Documents can be seen, downloaded & submitted | Date and time is as per Tender Notice  
|   | Date, time and place of Pre-offer Conference | ---  

---
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10)</td>
<td>Date, time and place of submission of Tender</td>
<td>Dated 20/04/2016 upto 17:00 Hrs online</td>
</tr>
<tr>
<td>11)</td>
<td>Date, time and place of opening of Technical envelope</td>
<td>Dated 21/04/2016 17:00 hrs at office of Executive Engineer, Toll Monitoring Unit, MSRDC (Ltd), 400 050.</td>
</tr>
<tr>
<td>12)</td>
<td>Earnest Money Deposit</td>
<td>Rs 110 Lacs. shall be paid online through payment gateway.</td>
</tr>
<tr>
<td>13)</td>
<td>Amount of Performance Security and form in which it is to be deposited.</td>
<td>10% Estimated Realization or offer amount quoted by contractor which ever is more.</td>
</tr>
<tr>
<td>14)</td>
<td>Security Deposit</td>
<td>Rs. 110 lakhs in DD or banker’s cheque.</td>
</tr>
<tr>
<td>15)</td>
<td>Experience as Contractor of toll collection work</td>
<td>NILL</td>
</tr>
</tbody>
</table>

16.0 In case there is change in toll rates, it shall be widely published by advertising in news papers such as local, daily, state wide Marathi and English newspaper by Contractor at his cost.
Appendix – I
TRAFFIC DATA
Name of Work: - Offer for collection for toll at 4 toll stations for Solapur IRDP.
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalwedna Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

AVERAGE DAILY TRAFFIC

<table>
<thead>
<tr>
<th>Location</th>
<th>LCV</th>
<th>Buses / Trucks</th>
<th>MAV</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>545</td>
<td>348</td>
<td>292</td>
<td>01/01/2016 to 31/03/2016</td>
</tr>
<tr>
<td>Considering all 4 toll stations</td>
<td>2288</td>
<td>1459</td>
<td>1227</td>
<td>01/04/2016 to 31/03/2017</td>
</tr>
<tr>
<td></td>
<td>2402</td>
<td>1532</td>
<td>1288</td>
<td>01/04/2017 to 31/03/2018</td>
</tr>
<tr>
<td></td>
<td>1892</td>
<td>1207</td>
<td>1015</td>
<td>01/04/2018 to 31/12/2018</td>
</tr>
</tbody>
</table>

1) All Traffic Data given above is only indicative and the Corporation does not bear any responsibility of its reliability and authenticity.

2) Offerers are requested to make their own assessment of traffic and exempted as well as frequent and no frequent travellers before quoting the offer price.
DECLARATION

I hereby declare that, I have visited and examined the site of toll collection, its surroundings and satisfied myself and I have made myself thoroughly conversant with the local conditions. I have made my own assessment of traffic including frequent, non-frequent and free travellers before submitting the offer. I hereby undertake to unconditionally abide by all the instructions issued by MSRDC from time to time on operational and other matters.

Signature of the Offerer
Appendix – II
SCHEDULE OF TOLL RATES
Name of Work: - Offer for collection for toll at 4 toll stations for Solapur IRDP.
  1) Solapur – Hotgi Road at Km. 7/650.
  2) Solapur – Barshi Road at Km. 61/900.
  3) Solapur – Degaon Mangalweda Road at Km. 365/950.
  4) Solapur – Akkalkot toll station at Km. 79/900.

APPENDIX - II

SCHEDULE OF TOLL RATES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Class of Vehicle</th>
<th>Rate of Toll per trip Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>From 11/01/2015 to 31/12/2017</td>
</tr>
<tr>
<td>1</td>
<td>Scooter, Motor Cycle, three Seater Auto Rickshaw excluding driver, Tractor with unladen trolley/MSRTC Buses.</td>
<td>NIL</td>
</tr>
<tr>
<td>2</td>
<td>Light Motor Vehicles as defined in Motor Vehicles Act, 1988 (59 of 1988).</td>
<td>00.00</td>
</tr>
<tr>
<td></td>
<td>(a) Car, Jeep such as Tata Sumo, Trax, Commander (having carriage capacity upto twelve passengers excluding driver), six seater Rickshaw excluding driver, or any other similar vehicle.</td>
<td>35.00</td>
</tr>
<tr>
<td></td>
<td>(b) Mini Bus or any other similar vehicle (having carriage capacity of more than twelve &amp; upto twenty passengers, excluding driver) and except vehicle include in serial number 3 and 4.</td>
<td>60.00</td>
</tr>
<tr>
<td>3</td>
<td>Truck, Bus</td>
<td>75.00</td>
</tr>
<tr>
<td>4</td>
<td>Heavy Motor vehicles as defined in the Motor Vehicles Act, 1988 (59 of 1988) such as Truck – Trailor combination, Multi – Axle vehicles etc. except vehicles covered by the entry at serial number 3 above.</td>
<td>75.00</td>
</tr>
</tbody>
</table>
NOTIFICATION

Public Works Department,
Mastralaya, Mumbai – 400 032.
Dated: 19.1.2010

No. PSP-2004/Cr-261/Road-8. – In exercise of the powers conferred by sub-sections (1-A), (1-B), (1-C), (1-D) and (1-E) of section 20 of the Bombay Motor Vehicles Tax Act, 1958 (Bomb. LXV of 1958), and of all other powers enabling it in that behalf, and in continuation of Government Notification Public Works Department No. PSP-2004/Cr-261/Road-8, Dated 31st May, 2006 the Government of Maharashtra hereby declares that the toll shall be levied and continued to be levied on the classes of motor vehicles specified in column (2) of the Schedule I appended with this notification and on the trailers drawn by such motor vehicles, passing over any of the bridges, flyover bridges, Railway Over or Under Bridges including approach roads thereto, subways, sections of roads or by-passes situated within or on the periphery of Solapur which are being newly constructed, reconstructed, improved or repaired, or which form a part of Solapur City Integrated Road Development Project (more particularly described in Schedule II appended with this notification), the cluster of which is hereby declared as one single entity for the purpose of the said section 20, under ‘Build, Operate and Transfer (BOT)’ scheme at the rates and period, specified against each of the said motor vehicles in column (3) of the said Schedule I with effect from 01.06.2009 to 31.12.2020, at each of the following toll collection centers constructed at:

1) Near Kilometer 7/650 on Solapur – Hargi Road, Major District Road Number 39.
2) Near Kilometer 61/900 on Solapur – Barshi Road, State Highway Number 151.
3) Near Kilometer 365/959 on Solapur – Degon Mangalvedha Road, Major State Highway Number 3.
4) Near Kilometer 79/900 on Solapur – Akalkot Road, State Highway Number 151.

SCHEDULE I

<table>
<thead>
<tr>
<th>Serial Number (1)</th>
<th>Particulars of Motor Vehicles</th>
<th>Rates of toll per trip in rupees (3)</th>
</tr>
</thead>
</table>

D:\common\RDP\cr-261-04_Solapur.doc
   (a) Car, Jeep, such as Tata Sumo, Trax, Commander (having carriage capacity upto twelve passengers excluding driver), six seater Rickshaw excluding driver, or any other similar vehicles.
   (b) Mini bus or any other similar vehicles (having carriage capacity of more than twelve and upto twenty passengers, excluding driver), and except vehicles included in serial numbers 3 and 4.

<table>
<thead>
<tr>
<th></th>
<th>18</th>
<th>20</th>
<th>25</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>45</td>
</tr>
</tbody>
</table>

3. Truck, Bus.

|          | 45 | 55 | 60 | 75 |

4. Heavy motor vehicles as defined in the Motor Vehicles Act, 1988 (59 of 1988), such as Truck, Trailers combination, Multi-axle Vehicles, etc., except vehicles covered by the entry at serial number 3 above.

|          | 55 | 60 | 75 | 90 |

Note.--1. If a vehicle user purchases a toll coupon book in advance containing 50 or 100 coupons, he shall be given a discount of 25 per cent. or 50 per cent., respectively.

2. The following types of vehicles are exempted from payment of toll, namely:
   2. Defence Vehicles.
   4. Fire Fighting Vehicles.
   5. Ambulances.
   6. Hearse.
   7. Vehicles of Post and Telegraph Department.

3. For the purpose, the Maharashtra State Road Development Corporation Ltd., Mumbai, is authorized to collect the toll at the above specified toll collection centers for the above mentioned period and retain the amount of the toll.
# SCHEDULE II

The following roads, river bridges, including approach roads thereto, sections of roads, by-passes, service roads to by-passes and railway over or under bridges, are declared as a single entity for the purpose of section 20.

**A) Works Under Municipal Area.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Railway Over Bridge and Subway (level crossing number 55)</td>
</tr>
<tr>
<td>2</td>
<td>Railway Over Bridge (on the 200’ wide D.P. road)</td>
</tr>
<tr>
<td>3</td>
<td>Bhaiya Chowk to Koyana Nagar (widening of Railway Bridge and Bridge across Nalla)</td>
</tr>
<tr>
<td>4</td>
<td>Navi vas Chowki – Saraswati Chowk – Old employment Chowk - Rest house road.</td>
</tr>
<tr>
<td>6</td>
<td>Old Pune Naka to State Highway Number 13 (SRP Camp, Soregaon) Outer Ring Road.</td>
</tr>
<tr>
<td>7</td>
<td>Bhaiya Chowk – Mahapalika – Panchakatta – Vijapur vas Shanti Chowk.</td>
</tr>
<tr>
<td>8</td>
<td>Hotagi Road – Bharati Vidya Peeth – Railway Society – Chaitanya Shopping Centre to State Highway Number 13 (road improvement including construction of Bridges).</td>
</tr>
<tr>
<td>12</td>
<td>Improvement of 21 chowks in the Development plan.</td>
</tr>
<tr>
<td>13</td>
<td>Widening of Paras Estate to Samachar Chowk Road.</td>
</tr>
<tr>
<td>14</td>
<td>Zopadpatti Bhandar to Weavco Process.</td>
</tr>
</tbody>
</table>

**B) Roads in Solapur City under the Jurisdiction of Public Works Department.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solapur Barshi Road (State Highway Number 151)</td>
</tr>
<tr>
<td>2</td>
<td>Airport / Hotgi road (Major District Road Number 39)</td>
</tr>
<tr>
<td>3</td>
<td>Solapur Akalkot State Highway No. 151 with Akalkot City Ring Road.</td>
</tr>
<tr>
<td>4</td>
<td>Solapur – Degaoon – Begampur Road (Major State Highway Number 3) including balance cost of bridge across Degaoon Nalla.</td>
</tr>
</tbody>
</table>

By order and in the name of the Governor of Maharashtra.

(S. S. SOLANKI)
Deputy Secretary to Government.
Appendix – III
VEHICLES EXEMPTED FROM PAYMENT OF TOLL
Name of Work: - Offer for collection for toll at 4 toll stations for Solapur IRDP.
1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

APPENDIX – III

VEHICLES EXEMPTED FROM PAYMENT OF TOLL

The following types of Vehicles shall be Exempted from the fee specified in Schedule, namely:-

1) VVIP Vehicles carrying President of India and Vice President of India, Governor of States, Public Representatives entitled for Red Lamp on Vehicle
2) Vehicle carrying sitting Member of Parliament, Maharashtra Legislative Assembly and Maharashtra Legislative Council.
3) Vehicles carrying Ex-Member of Parliament from Maharashtra and Ex-Member of Maharashtra Legislative Assembly and Maharashtra Legislative Council.
4) Government Vehicles
5) Defence Vehicles
6) Police Vehicles
7) Fire Fighting Vehicles
8) Ambulances
9) Hearses
10) Post and Telegraph Vehicles

Concession to Travellers:-

A vehicle owner who purchases a toll coupon book in advance containing 50 or 100 coupons, will be given a discount of 25 per cent and 50 per cent, respectively.

» Government Notification dated 26/05/2015 (Exemption to LMV & MSRTC Buses)
Appendix – IV
MAPS & PLANS
Appendix – V
ENTREPRENEUR DATA
Day/Month wise Opening Balance of Toll Collection & Traffic
The contractor has to submit daily information in daily report and summary report as monthly report

<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
<th>Toll Depositing Bank</th>
<th>Bank account No.</th>
<th>Transaction Type</th>
<th>Single Journey</th>
<th>Monthly Pass Sales</th>
<th>Discounted Coupons Sales 10%</th>
<th>Discounted Coupons Sales 20%</th>
<th>Daily Pass Sale</th>
<th>Local Pass Sales</th>
<th>Return Pass Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Car count</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Jeep count</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>LCV count</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Total Car count</td>
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<td></td>
<td>Total Jeep count</td>
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<td></td>
<td></td>
<td>Total LCV count</td>
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<td>Total Car count</td>
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<tr>
<td></td>
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<td></td>
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<td>Total More than 3 Axle (in Rs.)</td>
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<td></td>
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<td></td>
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<td>Total MAV (Multi Axle Vehicle) (in Rs.)</td>
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<td>Total MAV (Multi Axle Vehicle) (in Rs.)</td>
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<td>Total More than 3 Axle (in Rs.)</td>
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<td></td>
<td></td>
<td>Total MAV (Multi Axle Vehicle) (in Rs.)</td>
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<td>Total More than 3 Axle (in Rs.)</td>
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<td></td>
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<td>Total MAV (Multi Axle Vehicle) (in Rs.)</td>
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<td></td>
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<td>Total More than 3 Axle (in Rs.)</td>
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<td></td>
<td></td>
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<td>Total MAV (Multi Axle Vehicle) (in Rs.)</td>
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<td></td>
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<td>Total More than 3 Axle (in Rs.)</td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>
Day/Month wise Opening Balance of Toll Collection & Traffic
(Cont’d)

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Car/Jeep Count</th>
<th>Bus/Truck Count</th>
<th>LCV Count</th>
<th>Multi Axle Vehicle Count</th>
<th>More than 3 Axle Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Pass Entry</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Exempted Entry</td>
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</tr>
<tr>
<td>Violation Entry</td>
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<td></td>
</tr>
<tr>
<td>Discounted Coupons Entry</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Pass Return</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Local Pass Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return Pass Return</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

The contractor has to submit daily information in daily report and summery report as monthly report.
### Daily Toll Traffic Count and Revenue Entry Details

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Car / Jeep Count</th>
<th>Car / Jeep Amount (In Rs)</th>
<th>Bus / Truck Count</th>
<th>Bus / Truck Amount (In Rs.)</th>
<th>LCV Count</th>
<th>LCV Amount (In Rs.)</th>
<th>MAV (Multi Axle Vehicle) Count</th>
<th>MAV (Multi Axle Vehicle) Amount (In Rs.)</th>
<th>More than 3 Axle Count</th>
<th>More than 3 Axle Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Journey</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Pass Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Discounted Coupons Sales 10%</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Discounted Coupons Sales 20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Daily Pass Sale</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Local Pass Sales</td>
<td></td>
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</tr>
<tr>
<td>Return Pass Sale</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Daily Toll Traffic Count and Revenue Entry Details

(Cont'd)

## Daily Non-Tollable Traffic Count Entry Details

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Car/Jeep Count</th>
<th>Bus/Truck Count</th>
<th>LCV Count</th>
<th>Multi Axle Vehicle Count</th>
<th>More than 3 Axle Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Pass Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exempted Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Violation Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discounted Coupons Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Pass Return</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Local Pass Entry</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Return Pass Return</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contractor has to submit daily information in daily report and summery report as monthly report.
Appendix – VI
(Maintenance Schedule)
### Maintenance Schedule for 3 Years

*(These deposits are non-refundable)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>ER (in lac)</th>
<th>Est. approx. road length to be maintained</th>
<th>Maintenance cost to be deposited by toll contractor (Rs. in lac) at the start of</th>
</tr>
</thead>
</table>
| 1       | At 4 toll stations for Solapur IRDP  
1) Solapur – Hotgi Road at Km. 7/650.  
2) Solapur – Barshi Road at Km. 61/900.  
3) Solapur – Degaon Mangalweda Road at Km. 365/950.  
4) Solapur – Akkalkot toll station at Km. 79/900. | 2100 | Integrated Roads | 50 | 55 | 60 |
Volume III
(Financial Bid)
Name of Work: Offer for collection for toll at 4 toll stations for Solapur IRDP.

5) Solapur – Hotgi Road at Km. 7/650.
6) Solapur – Barshi Road at Km. 61/900.
7) Solapur – Degaon Mangalweda Road at Km. 365/950.
8) Solapur – Akkalkot toll station at Km. 79/900.

INDEX

VOLUME III

(FINANCIAL BID)

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Item</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Form of Offer</td>
<td>86 – 87</td>
</tr>
</tbody>
</table>
FORM OF OFFER

Sr. No. ________

Full Name __________________________________ Age ________ Years ________

Address ______________________________________________________________

(i) Telegraphic Address, ________________________________

(ii) Telephone Number, _________________________________

To,

Subject: Offer for collection for toll at 4 toll stations for Solapur IRDP.

1) Solapur – Hotgi Road at Km. 7/650.
2) Solapur – Barshi Road at Km. 61/900.
3) Solapur – Degaon Mangalweda Road at Km. 365/950.
4) Solapur – Akkalkot toll station at Km. 79/900.

Sir,

Pursuant to the Notice inviting Offer No. ______________ dated ______________ issued on behalf of the Maharashtra State Road Development Corporation Ltd., Mumbai. I/We hereby submit my / our offer for being appointed as your Contractor for a period of 156 weeks from the date of authorization thereof by the MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION LTD., MUMBAI for collection of toll at approved rates on all specified vehicles and trailers drawn by such vehicles passing over the location / sections of roads as specified in Appendix - II of offer document.

1. We offer equal Yearly upfront payment for three year period as mentioned below:

   Equal Yearly Upfront Rs. ______________
   (Rupees________________________________ only)

2. I/We have thoroughly read and understood the Instructions to the offerers for being appointed as your Contractor for the aforesaid purpose and the Terms & Conditions of contract which in token thereof have been signed by me/us and I/We hereby agree to duly abide by them. We have studied the traffic volume and made our own assessment of traffic including frequent and non frequent travellers.

3. I/We agree to keep my/our offer open for acceptance by the Corporation as specified in tender notice from the date of opening of second envelope and agree not to revoke our offer at 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.

4. As required by the Terms and Conditions of offer I/We enclose herewith the Earnest Money receipt for Rs._______ (Rupees________________ only) paid through
payment gateway.

In the event of my/our offer being accepted by the Corporation, I/We agree to duly furnish the security deposit to Corporation within the period prescribed there for and execute the agreement as and when called upon to do so.

The names and addresses of the Directors of our company are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td></td>
</tr>
</tbody>
</table>

OR

A copy of Memorandum of Association and Articles of Association of our Company is enclosed. Our Company is a Private / Public Limited Company registered under the Indian Companies Act, 1913/ the Companies Act, 1956 and its registered office is situated at ________________. A copy of the Memorandum and Articles of Association of our company duly certified as true is enclosed in envelope No.1.

Yours faithfully,

DATE / / 

Name :-

Address : Signature of Offerer & Capacity in which signing
To
Mrs. Patil & Company
"PANDIT NIWAS"
20/12, South Sadar Bazar,
Opp. Vinayak Sabhagruh, Solapur – 413003
Ph. No. (0217) 2312091, 2313660 Fax : 2312091

Sub: Appointment of Contractor for collection of toll at 4 Toll Stations for Solapur IRDP. Solapur – Hotgi Road at Km. 7/650, Solapur – Barshi Road at Km. 61/900, Solapur – Degaon Mangalweda Road at Km. 365/950, Solapur – Akkalkot toll station at Km. 79/900.

Ref: 1) Your offer letter dtd. 02.05.2016.
   2) LOA letter No. MSRDC/19/JMD/TMU/2016/408 dtd. 16.07.2016.
   3) Your letter dtd.20.07.2016.
   4) Your letter dtd. 01.08.2016.

Dear Sir,

The offer given by you vide letter referred at Sr. No. 1 on Quarterly upfront payment basis amounting to Rs.137.5 Lakhs (Rupees One Crore Thity Seven Lacs Fifty Thousand) for toll collection for a period of 156 weeks has been accepted by this office vide letter referred above at Sr. No. 2.

We are in receipt of the following as per the tender conditions:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Amount in INR</th>
<th>Date &amp; RTGS No. / Cheque No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Deposit</td>
<td>1,10,00,000/-</td>
<td>BG, Canara Bank, dtd. 27.07.2016 No. 87/2016 Valid upto: 26.10.2019</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance Amount for 1st year</td>
<td>50,00,000/- (Non refundable)</td>
<td>DD No. 602000 dtd. 01.08.2016 SBI Bank</td>
</tr>
<tr>
<td>3</td>
<td>Advance Quarterly upfront payment</td>
<td>1,37,50,000/- (Adjusting EMD Rs. 1.1 Cr balance Rs. 27.5 lakhs Paid by DD)</td>
<td>DD No. 601999 dtd. 01.08.2016 SBI Bank</td>
</tr>
<tr>
<td>4</td>
<td>Performance Security</td>
<td>2,10,00,000/-</td>
<td>BG, Canara Bank dtd. 27.07.2016 No. 86/2016 Valid upto: 26.10.2019</td>
</tr>
</tbody>
</table>

You have also executed the agreement with MSRDC on dtd.23.08.2016 (a copy of it is enclosed). You are hereby appointed as contractor for collection of toll at IRDP Solapur project with effect from 01.09.2016 at 00.00 hrs. for 156 weeks.
You are hereby authorized to collect toll at the rates mentioned in the notification attached and “schedule of toll rate” as specified in Vol. II of offer document from all specified vehicles passing over the project mentioned, all the applicable laws as on date are applicable to you.

The Executive Engineer, MSRDC, Pune Camp Office, will act as Engineer in-charge who will monitor the operations and maintenance of toll station. He will be competent to propose action against you in cases like overcharging, failure to do maintenance of toll station and tolled road length as per scope of contract /offer document.

As per terms and conditions of the contract you are directed to put electronic display board as stated by MSRDC, the information board should display toll rates / exemptions, other information etc. It is also informed that all the toll receipts should be computer generated only. As per the Government circular, your agency should provide sanitary arrangements for Ladies and Gents at the site and maintain the same in good hygienic condition. Police verification of the staff employed at toll booth and issuance of uniform to them need to be complied with right from the day one of collection of toll. First aid box, compliant register, drinking water, toilet blocks and electronic display etc. should be provided at the toll plaza.

You are also required to upload the daily toll collection data (Traffic + Revenue) on the electronic display board and also upload it on MSRDC website online. Hard copy should be submitted to TMU, MSRDC on daily basis and other terms and conditions be complied with. Compliance also needs to be done as per the MSRDC letter no. 522 dtd 22.08.2016.

Thanking you,

Yours Sincerely,

(V. Suresh Raju)
Executive Engineer (TMU)
M.S.R.D.C. (Ltd), Mumbai.

Encl: - Toll Notification

Copy Submitted to:
1. Chief Engineer (TMU), M.S.R.D.C, Mumbai for information please.
2. Executive Engineer, M.S.R.D.C., Camp Office, Pune for information & necessary action for observance as per terms & conditions of Agreement & tender. (DA: Copy of Agreement, Tender)
3. Manager (Accounts), MSRDC for Information. (DA: Copy of Agreement, Tender)
4. M/s. MEP Infrastructure Developers Pvt.Ltd., 410, Boomrang, Chadivali Farm Road, Near Chandivali Studio, Andheri(E), Mumbai – 400 072 request to handover the Toll Plaza to New Agency and acknowledge the same to MSRDC.
सोलापूर शहर एकाळिक रस्ते विकास प्रकल्प योजना प्रकल्पपाकरता एकहीं बसुली करणेवाताती अधिसूचना प्रसिद्ध करणेवात.

महाराष्ट्र शासन,
सार्वजनिक बाधकाम विभाग,
शासन निर्णय क्रमांक- पादेश-2004/प्र.क्र.261/रस्ते-8.
मंत्रालय, मुंबई - 400 032,
दिनांक - 19.1.2020

निर्णय - व्यवस्थापक, शासकीय महत्त्वाती मुद्रणालय, मुंबई पं. सोबतची - दिनांक 19.1.2020
नीत्यत्वी व.स.व. कालेगी अधिसूचना महाराष्ट्र शासन राज्यपाल असाधारण पत्राच्या भाषा 4-व मध्ये त्वरित प्रसिद्ध करावी व सदर सुविधेने 100 प्रती व विभागांकडे पाठवली.

महाराष्ट्राचे राज्यपाल यांचा आदेशानुसार व नावाने.

उपसचिव, महाराष्ट्र शासन

[Signature]

उपसचिव, महाराष्ट्र शासन

[Date: 19/1/2020]

यवस्थापक, शासकीय महत्त्वाती मुद्रणालय, मुंबई:
एक्ट विभाग, मंत्रालय, मुंबई,
रिव्हिट विभाग, मंत्रालय, मुंबई,
विज्ञ व न्याय विभाग, मंत्रालय, मुंबई,
उपाध्यक्ष व व्यवस्थापक संचालन, महाराष्ट्र राज्य रस्ते विकास महामंडळ, मुंबई,
शह व्यवस्थापक महामंडळ, महाराष्ट्र राज्य रस्ते विकास महामंडळ, मुंबई,
मुख्य अभियंता, महाराष्ट्र राज्य रस्ते विकास महामंडळ, शिविर कार्यालय, पुणे,
पोर्ट अभियंता, सार्वजनिक विभाग, पुणे,
अधिकारक अभियंता, म.स.स.व. महामंडळ, प्रश्न परीक्षण कमी, वाढ़, मुंबई,
अधिकारक अभियंता, महाराष्ट्र राज्य रस्ते विकास महामंडळ, पुणे,
अधिकारक अभियंता, सार्वजनिक, सोलापूर,
विभागाने प्रतीकांकरी, सोलापूर,
पोर्ट अधिकारक, सोलापूर,
कार्याने अधिकारक, सार्वजनिक, सोलापूर,
प्रति,
प्रसिद्धी संचालनालय, मुंबई, यांना या सुयंसेस प्रसिद्धी हंगामासाठी अभियंत.
उन्नति क्रमांक-खालीस २००४/प्र.क्र.२६१/रसै०-७. मुंबई मोटर वाहन कर अधिविनय, १९९८ (१९९८ मोटर)

वाहन कर अधिविनय, १९९८ में २००६ चा पुढे महाराष्ट्र शासन घोषित करते की, सोलापूर शहरातील सुनिश्चित क्षेत्रातल (या अधिसूचनेस सोहळत्या अनुसूची ठीक मध्ये नमून करण्यात आलेले), नवनाम बार्षिकाचा आलेले, वाहनाचा गंवावाचा, तत्संबंध सुधारणा करण्यात आलेले, करणात साबंधाळेचे रेख्ये दुःशण पून, भेंगी, मार्ग, नदीवरील पूल व रस्ते व ल्यांचे जोडते बांधले कलम ३० च्या प्रयोजनानिहारी 'बोमा, बाराता व हस्तार्थित करा' या तत्वावर निर्णित केलेलें दर व कालात्मक रेखांच्या साक्षात्यात एका मानसिक परिवर्तनाने कमी देण्याला येईल. वा कामोळा वापरणे-या खालील अनुसूचीया संख्या २ मध्ये अनुसूची मध्ये विविधत उकलेल्या प्रकाराचा मोटर वाहनात आणि खालीलकडून आढळून तयार जणायला अनुसूचीयाची एक च्या संख्या ३ मध्ये ल्यांचा समोर विविधत विकल्पांनी केलेल्या दरांत दिनांक ०८.०६.२००९ ते दिनांक ३१.१२.२०२० या कालावधीकार कादाचा पत्तक पत्तक नकारात्मक पत्तक वसरसंधिपत्तक आपल्या आहेत व तो पुढे चालू ठेवण्यात वेल आहे.

<table>
<thead>
<tr>
<th>अनुसूची एक</th>
<th>अनुक्रमक मार्गक्रम</th>
<th>वाहनाचा प्रकार</th>
<th>पत्तकाचा प्रतिफरीचे दर (रुपये)</th>
</tr>
</thead>
<tbody>
<tr>
<td>१. मोटर सायकल, सूपर, बायोपर्स</td>
<td>०१.०६.२००९ ते ३१.०६.२०१२</td>
<td>०१.०६.२०१२ ते ३१.०६.२०१४</td>
<td>०१.०६.२०१५ ते ३१.०६.२०१७</td>
</tr>
<tr>
<td>२. नावाचा सायकल, सूपर, बायोपर्स</td>
<td>निरक्त</td>
<td>निरक्त</td>
<td>निरक्त</td>
</tr>
</tbody>
</table>
| नं. | मोटर वाहन अधिनियम, १९८८ (१९८८ चा ५५) मध्ये नयूस केल्याअसारे हल्ली मोटर वाहनांना.  
|     |   |   |   |   |
| २.  | कार, बी.टाटा सुमो, हुंड्स, वाहन चालक वागणाऱ्या शहर आसारी प्रवासी रिश्ते व इतर तत्सम वाहनाची (तालाबावाढ २२ प्रवासी कमता असलेली)  
| ४.  | भिंगीचा किंवा तत्सम वाहनांची (तालाबावाढ २२ पेक्षा अधिक आणि २० पेक्षा प्रवासी वाहन कमतून) आणि अनुक्रमक ३ आणि, मध्ये नमूद नसलेली मालवाहत्तुकाची वाहनां.
|     | टूक, नस. | ४५ | ५५ | ६० | ७५ |
| ३.  | मोटर वाहन. अधिनियम, १९८८ (१९८८ चा ५५), मध्ये वागणाऱ्या केल्यासारे अनुक्रमक ३ मध्ये नमूद केलेली वाहनांची कमतून अवगत वाहनांचे उदा: टूक टेलर, २ पेक्षा अधिक आसारी वाहनां.

टीप-२: नरँ एखादा वाहनांचे गाठ किंवा १०० कृप्त केलेली पत्थरकर पुलिसा आगामी पक्षे तर त्याचे पुनरुक्त करून विधानाचे विधानाचे आंकूने २५ टक्के व ५० टक्के सरलते देण्यात येईल.

२. खालील वाहनांना पत्थरकर गुह देण्यात येईल:

(१) बेड व राज्य शासकीय वाहन.
(२) लात्याला वाहन.
(३) वेलीस दलाची वाहन.
(४) अन्यसमान पत्थरी वाहन.
(५) सह वाहन.
(६) टाङ्ग व तारांची वाहन.
(७) वागणारे राज्यामध्ये विधानसभा व सर्वदेश दानेच महाराष्ट्र विधानसभा व महाराष्ट्र विधान परिषदेच विधानसभा सर्वदेश प्रवास करून वहीलूले वाहन.

३. या प्रश्नानुसार उक्त राज्यांमध्ये अधिकृत प्रवासी निर्देशने नमूद केलेल्या वाहनांना पत्थरकर नावावर पक्षरोपणांची सूची रिक्षा व वाहनांचा वाहनांत देखभाल आधिक वाहनांना राज्य रस्ते विकास नाही, तर महाराष्ट्र राज्यांसाठी वाहनांना वाहनांच्या प्रदर्शन अभावात आहे.
अनुसूची दोन
खालील नवम्याने बांधण्यात आलेले, बाह्याचे रेळे उडणपूर, भूपारी पार्थ, नदीदरिच पूल व रस्ते व त्याचे जोड रस्ते ही सर्व कामे कला २० च्या सावधानता एकच समूह घोषित करण्यात येत आहेत।

अ) महापालिका शहरातील कामे.

<table>
<thead>
<tr>
<th>अनुक्रमक</th>
<th>कामाचे नाव</th>
</tr>
</thead>
<tbody>
<tr>
<td>१.</td>
<td>रेळे उडण पूल व भूपारी मार्ग (लेकार क्षेत्रातील तार क्रमांक ५५)</td>
</tr>
<tr>
<td>२.</td>
<td>रेळे उडण पूल (२०० पूल लेट ड्री.पी.रस्तावरील)</td>
</tr>
<tr>
<td>३.</td>
<td>भेंडा चौकाशी कायम मार्ग रस्ता (रेळे पुलारांची स्थापना व नाल्यावरील पुलाच्या)</td>
</tr>
<tr>
<td>४.</td>
<td>नवी वेळेचे चौक - सरस्तातील चौक-मावना एम्प्युमेंट चौक-विद्यापीठ रस्ता.</td>
</tr>
<tr>
<td>५.</td>
<td>धिवावणी चौक-स्थापत्य कलेंडर बटिमाणी नावका-अशोक चौक-गुरुनाल चौक</td>
</tr>
<tr>
<td>६.</td>
<td>नवी वेळेचे मार्ग क्रमांक ६३ रस्ता (रेळे-पुलाच्या)</td>
</tr>
<tr>
<td>७.</td>
<td>भेंडा चौक-महापालिका प्रांक्ष-विजयपुर वेळेचे चौक</td>
</tr>
<tr>
<td>८.</td>
<td>होटिली रस्ता-भारती विद्यापीठ-राजन सांसारिक विद्यापीठ संघर्ष तर रेळे मार्ग क्रमांक १३ या मार्गारील रस्त्याची सुविधा पुनर्विकासाने.</td>
</tr>
<tr>
<td>९.</td>
<td>कृषी उपज प्रणाली समिती चौक-अवकलकोट रस्ता-लोकमार्ग चौक-कुमार नावका-सोमरी रस्ता-रुभंडी सोलापूर तर रेळे मार्ग क्रमांक १३</td>
</tr>
<tr>
<td>१०.</td>
<td>धिवावणी चौक - भाजी वेळेचे चौक-कोम्पचौक-कान्हा चौक-मिळावारी चौक</td>
</tr>
<tr>
<td>११.</td>
<td>गांधी नारायणराव रुग्लाल-बाबा डमाम चौक-कान्हा चौक-कुमार वेळेचे वेळेचे चौक</td>
</tr>
<tr>
<td>१२.</td>
<td>विकसन आरायक्ष्याची प्रवेश व विकास चौक सुविधाने.</td>
</tr>
<tr>
<td>१३.</td>
<td>पारस रस्ते तर समायाचे चौक रस्त्याचे स्थापना.</td>
</tr>
<tr>
<td>१४.</td>
<td>जोपड्याचे खंडहर तर विकास प्रासाद.</td>
</tr>
</tbody>
</table>

ब) सर्वनामिक बांधकाम विभागातील आळापुर शहरातील कामे.

<table>
<thead>
<tr>
<th>अनुक्रमक</th>
<th>कामाचे नाव</th>
</tr>
</thead>
<tbody>
<tr>
<td>१.</td>
<td>सोलापूर-सारगोरी रस्त्यात (सर्व ग्राम क्रमांक ६५६)</td>
</tr>
<tr>
<td>२.</td>
<td>विमान नदी/होटिली रस्ता (प्रमुख विष्ट ग्राम क्रमांक ११)</td>
</tr>
<tr>
<td>३.</td>
<td>सोलापूर-अवकलकोट राजन मार्ग क्रमांक १५२ अवकलकोट शहर विभागस्थल नाल्याचा उभरील क्रमांक</td>
</tr>
<tr>
<td>४.</td>
<td>सोलापूर-देहावी-मास्टर सोलापूर रस्ता (प्रमुख राजन मार्ग क्रमांक २३) देहावी नाल्यावरील पुलाच्या उद्घाटन क्रमांक</td>
</tr>
</tbody>
</table>

महाराष्ट्राचे राज्यपाल यांचा आदेशाच्या प्रमाण व नावाने.

[चित्रे]

(सं. श्री. सोल्ट्सी)
उपस्थित, महाराष्ट्र शासन.
NOTIFICATION

Public Works Department,
Mantralaya, Mumbai – 400 032.
Dated the : 19.1.2010

Bombay Motor Vehicles Tax Act, 1958

No. PSP- 2004/Cr-261/Road-8. – In exercise of the powers conferred by sub-sections (1-A), (1-B), (1-C), (1-D) and (1-E) of section 20 of the Bombay Motor Vehicles Tax Act, 1958 (Bom. LXXV of 1958), and of all other powers enabling it in that behalf, and in continuation of Government Notification Public Works Department No. PSP-2004/Cr-261/Road-8, Dated 31st May, 2006 the Government of Maharashtra hereby declares that the toll shall be levied and continued to be levied on the classes of motor vehicles specified in column (2) of the Schedule I appended with this notification and on the trailers drawn by such motor vehicles, passing over any of the bridges, flyover bridges, Railway Over or Under Bridges including approach roads thereto, subways, sections of roads oy by-passes situated within or on the periphery of Solapur which are being newly constructed, reconstructed, improved or repaired, or which form a part of Solapur City Integrated Road Development Project (more particularly described in Schedule II appended with this notification), the cluster of which is hereby declared as one single entity for the purpose of the said section 20, under 'Build, Operate and Transfer (BOT)' scheme at the rates and period, specified against each of the said motor vehicles in column (3) of the said Schedule I with effect from 01.06.2009 to 31.12.2020, at each of the following toll collection centers constructed at:

1) Near Kilometer 7/650 on Solapur – Hotgi Road, Major District Road Number 39.
2) Near Kilometer 61/900 on Solapur – Barshi Road, State Highway Number 151
3) Near Kilometer 365/950 on Solapur – Degaon Mangalwedha Road, Major State Highway Number 3.
4) Near Kilometer 79/900 on Solapur - Akalkot Road, State Highway Number 151.

**SCHEDULE I**

<table>
<thead>
<tr>
<th>Serial Number (1)</th>
<th>Particulars of Motor Vehicles (2)</th>
<th>Rates of toll per-trip in rupees (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scooter, Motor Cycle, three seater Auto Rickshaw excluding driver, Tractor with unladen trolley.</td>
<td>01.06.2009 to 31.12.2011 Nil</td>
</tr>
</tbody>
</table>
2. **Light Motor Vehicles as defined in the Motor Vehicles Act, 1988 (59 of 1988),**
   (a) Car, Jeep, such as Tata Sumo, Trax, Commander (having carriage capacity upto twelve passengers excluding driver), six seater Rickshaw excluding driver, or any other similar vehicles.
   
<table>
<thead>
<tr>
<th></th>
<th>18</th>
<th>20</th>
<th>25</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
   (b) Mini bus or any other similar vehicles (having carriage capacity of more than twelve and upto twenty passengers, excluding driver) and except vehicles included in serial numbers 3 and 4.
   
<table>
<thead>
<tr>
<th></th>
<th>25</th>
<th>30</th>
<th>35</th>
<th>45</th>
</tr>
</thead>
</table>

3. **Truck, Bus.**

<table>
<thead>
<tr>
<th></th>
<th>45</th>
<th>55</th>
<th>60</th>
<th>75</th>
</tr>
</thead>
</table>

4. **Heavy motor vehicles as defined in the Motor Vehicles Act, 1988 (59 of 1988), such as Truck-Trailors combination. Multi-axle Vehicles, etc., except vehicles covered by the entry at serial number 3 above.**

<table>
<thead>
<tr>
<th></th>
<th>55</th>
<th>60</th>
<th>75</th>
<th>90</th>
</tr>
</thead>
</table>

**Note:** 1. If a vehicle user purchases a toll coupon book in advance containing 50 or 100 coupons, he shall be given a discount of 25 per cent. or 50 per cent. respectively.

2. The following types of vehicles are exempted from payment of toll, namely:

   2. Defence Vehicles.
   4. Fire Fighting Vehicles.
   5. Ambulances.
   6. Hearses.
   7. Vehicles of Post and Telegraph Department.

3. For the purpose, the Maharashtra State Road Development Corporation Ltd., Mumbai, is authorized to collect the toll at the above specified toll collection centers for the above mentioned period and retain the amount of the toll.
SCHEDULE II

The following roads, river bridges, including approach roads thereto, sections of roads, by-passes, service roads to by-passes and railway over or under bridges, are declared as a single entity for the purpose of section 20.

(A) Works Under Municipal Area.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Railway Over Bridge and Subway (level crossing number 55)</td>
</tr>
<tr>
<td>2</td>
<td>Railway Over Bridge (on the 200' wide D.P. road)</td>
</tr>
<tr>
<td>3</td>
<td>Bhaiya Chowk to Koyana Nagar (widening of Railway Bridge and Bridge across Nalla)</td>
</tr>
<tr>
<td>4</td>
<td>Navi ves Chawki - Saraswati Chowk - Old employment Chowk - Rest house road.</td>
</tr>
<tr>
<td>5</td>
<td>Shivaji Chowk= Samrat Chowk = Dayanand College = Boramani Naka = Ashok Chowk = Gurunank Chowk - State Highway Number 13 (near Railway Bridge).</td>
</tr>
<tr>
<td>6</td>
<td>Old Pune Naka to State Highway Number 13 (SRP Camp, Soregaon) Outer Ring Road.</td>
</tr>
<tr>
<td>7</td>
<td>Bhaiya Chowk - Mahapalika - Panchakatta - Vijapur ves Shanti Chowk.</td>
</tr>
<tr>
<td>8</td>
<td>Hotagi Road – Bharati Vidyapeeth – Railway Society – Chaitanya Shopping Centre to State Highway Number 13 (road improvement including construction of Bridges).</td>
</tr>
<tr>
<td>12</td>
<td>Improvement of 21 chowks in the Development plan</td>
</tr>
<tr>
<td>13</td>
<td>Widening of Paras Estate to Samachar Chowk Road.</td>
</tr>
<tr>
<td>14</td>
<td>Zapadpatti Bhandar to Weavco Process.</td>
</tr>
</tbody>
</table>

(B) Roads in Solapur City under the Jurisdiction of Public Works Department.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solapur Barshi Road (State Highway Number 151)</td>
</tr>
<tr>
<td>2</td>
<td>Airport / Hotgi road (Major District Road Number 39)</td>
</tr>
<tr>
<td>3</td>
<td>Solapur Akalkot State Highway No. 151 with Akalkot City Ring Road.</td>
</tr>
<tr>
<td>4</td>
<td>Solapur – Degaon – Begampur Road (Major State Highway Number 3) including balance cost of bridge across Degaon Nalla.</td>
</tr>
</tbody>
</table>

By order and in the name of the Governor of Maharashtra.

(S. S. SOLANKI)
Deputy Secretary to Government.