MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

EXPRESSION OF INTEREST (EOI)

FOR

Landscaping, Beautification and Maintenance of Space beneath flyovers in Mumbai on Sponsorship basis

November 2012

Joint Project Director (Town Planning), 2nd Floor
MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY,
Bandra - Kurla Complex, Bandra (East), Mumbai – 400 051.
Tel: 022 26595985, Fax 26595943
www.mmrda.maharashtra.gov.in
**Name of Work:**  
Landscaping, Beautification and Maintenance of Space beneath flyovers in Mumbai on Sponsorship basis

**Officer In-charge (OIC):**  
Shri. S.C. Deshpande  
Joint Project Director;  
**Mumbai Metropolitan Region Development Authority**  
Bandra-Kurla Complex, Bandra (East), Mumbai 400 051.  
Tel: 022 2659 1435  
Fax: 022 2659 5943  
Email: shankardc1@gmail.com

**Notes:**

1. The sponsor is required to fill his offer after reading the EOI document and making site visit to the prescribed locations.

2. The sponsor is requested to see the special conditions and attached drawings with specifications of work and make site visit before filing his offer.

3. Pre-submission meeting shall be held on 23/11/2012 at 3.00 p.m. in the Committee Room, 6th floor, MMRDA building, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.
Name of work: Landscaping, Beautification and Maintenance of Space beneath flyovers in Mumbai on Sponsorship basis

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EXPRESSION OF INTEREST FOR LANDSCAPING, BEAUTIFICATION AND MAINTENANCE OF SPACE BENEATH FLYOVER ETC. ON SPONSORSHIP BASIS

MMRDA desires to carry out Landscaping, Beautification and Maintenance of space beneath the following flyovers on sponsorship basis:

1) Kalanagar flyover, Bandra, Western Express Highway, Mumbai.
2) Amarmahal Junction Flyover, Chembur, Eastern Express Highway, Mumbai.
3) Everad Nagar Flyover Opposite RCF Sion Panvel Highway, Mumbai.
4) Turbhe Flyover, Sanpada, Navi Mumbai.
5) Tin Hat Naka Flyover, Eastern Express Highway, Thane.
6) Hindmata Junction Flyover, Dr. Babasaheb Ambedkar Road, Mumbai.
7) King Circle to Tulpule Chowk Flyover, Dr. Babasaheb Ambedkar Road, Mumbai.
8) Sion Hospital Flyover, Dr. Babasaheb Ambedkar Road, Mumbai.
9) Bharatmata – Lalbaug Flyover, Dr. Babasaheb Ambedkar Road, Mumbai

MMRDA hereby invites Expression of Interest (EOI) from NGO’s/ Corporates/ PSU’s and any other interested parties for undertaking landscaping and beautification of space beneath above flyover’s on Sponsorship basis as Corporate Social Responsibility of any or all the above mentioned, flyovers on following conditions:

1) The sponsor can display corporate logo of approved shape and size at approved locations. Advertisement of products shall not be allowed.
2) For every 3 logos of sponsor, 1 logo of MMRDA shall be displayed by sponsor at his cost.
3) The landscaping and beautification development will be carried out in 3 months or as specified in work order and maintenance period will be 5 years.
4) The sponsor can apply for any number of flyovers. However MMRDA will reserve the right to split and amalgamate the stretches /spaces/flyovers amongst the eligible sponsors.
5) All requisite approvals/permissions will be obtained by sponsor at his cost.
6) Any agency who desires to have tie up with sponsor can also apply and the flyover stretch can be split amongst different sponsors with pre approval of MMRDA.

Interested parties are requested to send their EOI on their letter head clearly mentioning the following: i) Name of applicant, ii) Address, iii) Experience in landscaping as CSR, iv) Proposed investment per flyover, v) Drawing/ photos/ presentation of landscaping proposed with softscape, hardscape, protection railing etc., vi) Details of sponsorship display logo, dimensions, colour, shape, size, location, illumination etc. vii) Undertaking that information submitted is correct and binding viii) Plantation details, nursery support letter, map and details of source of water supply, chowky details to store the equipments of garden maintenance/watchman/watertank etc.

The received application shall be scrutinized by the Selection committee of MMRDA. The sponsor can apply for multiple flyovers in single application, however for each flyover all the above details are to be provided separately.

The application in sealed envelope with all the above details should reach the office of Shri S.C Deshpande, Joint Project Director (TP), 2nd floor MMRDA Building Bandra-Kurla Complex, Bandra (East), Mumbai 400-051 on or before 5.00 pm 7/12/2012. The Pre-submission meeting will be held at 3.00 pm on 23/11/2012 in the Committee room, 6th floor MMRDA Bldg, Bandra – Kurla Complex, Bandra (East), Mumbai -51.

MMRDA reserves the right to invite the financial offers from the short listed applicants if desired. MMRDA reserves the right to accept or reject any or all the offers without giving any reason. The EOI format is available for free download at www.mmrda.maharashtra.gov.in.

Date: 08/11/2012
Place: Mumbai

(S.V.R. Srinivas, I.A.S)
Add. Metropolitan Commissioner
and Project Director MUTP
CHAPTER - 2
APPLICATION FORM

(To be submitted by Interested Agency on letter head)

i) Name of applicant :

ii) Address and contact persons with telephone no/ Fax/ email/website :

iii) Experience in landscaping as CSR :

iv) Proposed investment per flyover :

v) Drawing/ photos/ presentation of landscaping proposed with softscape, hardscape, protection railing etc./ plantation details to be provided.

vi) Details of sponsorship display logo, dimensions, colour, shape, size, location, illumination, reflecting materials used etc:

vii) Undertaking that information submitted is correct and binding .

viii) Plantation details, nursery support letter, map and details of source of water supply:

ix) Chowky details to store the equipments of garden maintenance/watchman/ water tank etc.

x) The site visit details to be provided with existing and proposed drawings:

Note: For each flyover separate application form shall be submitted. However the sponsor can submit all flyover applications form together in a sealed envelope.
CHAPTER - 3
GENERAL CONDITIONS

1. **INTRODUCTION**

The specifications included in this document follow the corresponding standards of the P.W.D., MORTH & MCGM. International specification and standards may be also followed as prescribed by Officer-in-charge.

2. It is presumed that the Sponsor has gone carefully and thoroughly through the general and special conditions of contract and studied the site conditions before submission of his offer.

3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any, in the standard specifications of the PWD, MORTH or the MCGM. In case of any contradictions in the specifications, the interpretation and decision of the Officer-in-charge i.e, Joint Project Director (Town Planning) MMRDA shall be final and binding.

4. In all cases of errors, omissions or doubts or discrepancies in dimensions or description in drawings or in specifications etc., a reference shall be made by the sponsor to the Officer- in- charge, whose elucidations, elaborations or decisions shall be treated as authentic and final and Sponsor shall be liable to be held responsible for any errors or omissions arising out of his not referring the doubts in advance to the Officer-in-charge for clarifications.

5. If the Sponsor has any doubts, whatsoever, as to the contents of the contract he shall, get his doubts clarified authoritatively from the Officer in charge in writing. Once the offer is submitted by him the matter will be decided according to its stipulations in the absence of such authentic pre-clarifications from the Officer-in-charge and Sponsor shall in that case be bound by the decisions of the Officer in charge.

6. All the items in the offer are for completed items of work, all taxes (Sales Tax, Work Contract Tax etc.), royalties, and any other charges etc shall be borne by the sponsor.
7. M.M.R.D.A. shall not be held responsible for delays arising out of making procurement arrangements.

8. The Sponsor shall have to make his own arrangements for procuring all materials and machinery required for the work and adopt necessary safety measures for protection of men and materials and nearby MMRDA / Public or private properties against any accidental damages to life or property arising out of activities on his work.

9. The successful Sponsor shall have to chalk out a programme for execution of the work with reference to the time limit stipulated for completion of the work and furnish the same in the form it is asked for by the Officer-in-charge within a fortnight from the date of receipt of work order by him. Review of progress achieved with reference to the approved programme shall be taken by the Officer-in-charge at regular intervals and shortfall if any shall be made good by the Sponsor within the allowable period by accelerating his progress to bring it at par with the approved programme. The Sponsor shall update this programme from time to time as and when called upon to do so, failing which the same shall be drawn up by the Officer-in-charge and shall be enforced by him and no representation in that case shall be entertained from the Sponsor.

10. Materials which are not approved shall not be allowed to be brought on site. Materials once brought to the site shall not be allowed to be removed from the site without the prior approval of the Officer-in-charge.

11. The several documents forming the contract shall be taken as mutually complimentary to each other. Detailed working drawings shall gain preference over small scale drawings, written dimensions shall be in preference to the scaled dimensions and specific conditions shall be in preference to the general conditions. Any errors or omissions in descriptions, quantity or rate shall neither vitiate the contract nor absolve the Sponsor of his obligation under the contract from the responsibility of executing the work either in part or in whole.

12. In case of any error in giving reference to the standard specifications of the P.W.D., M.C.G.M., or MORTH. etc. like reference to correct specifications numbers, or pages etc. the Sponsor shall be bound to carry out the work in accordance with the
correct and relevant specifications of the standard specifications including any subsequent revision of the standard specifications by the P.W.D., M.C.G.M., MORTH or as directed by the Officer-in-charge.

13. On receipt of the work order, the Sponsor’s authorised personnel shall immediately start the work under the directions of the Officer-in-charge and shall provide all the necessary materials, labour, tools, instruments, as required for the work. The lining out shall be done accurately and it shall be the responsibility of the Sponsor for the correctness of the locations, lines, levels, dimensions and alignments etc. of all the component parts of the work. If at any time during the course of the execution, any error is noticed, the same should be got rectified by the Sponsor at his own cost. Checking by the departmental staff shall not absolve in any way responsibility of the sponsor in this respect.

14. The Sponsor shall regularly submit to the Officer-in-charge weekly reports of the work done. Reports on accidents should be submitted in writing within 24 hours.

15. Work Order Book shall be maintained on site and it shall be the property of the MMRDA. The Sponsor or his representative shall promptly sign the orders written in it by the Officer-in-charge or his authorised representative or his superior Officers and comply with the same promptly and correctly.

The Sponsor should report compliances of all such orders recorded in the Work Order Book from time to time to the Officer-in-charge for his verifications.

16. The Sponsor shall engage an authorised and full time qualified technical representative on the work capable of managing and guiding the work and understanding all the specifications and contract conditions who will take orders as shall be given by the Officer-in-charge or his representative from time to time and shall be responsible for carrying out the work promptly and correctly. His technical representative should be posted at the site with prior approval of the Officer-in-charge and should not be removed from the site without his prior approval.
17. **Treasure Trove:**
In the event of discovery by the Sponsor or his employees during the progress of the works of any treasure, fossils, minerals or any articles of value of interest, the contractor/sponsor shall give immediate information thereof to the Officer-in-charge and forthwith hand over to the Officer-in-charge such treasure or things which shall be the property of the MMRDA and shall not be removed by the Sponsor under any circumstances.

18. **Permits and Licences:**
The Sponsor shall procure at his own expenses all permits and licenses comply with rules and regulations laid down by the concerned authorities and pay all charges, fees and give all notices necessary and pay all dues in connection with lawful execution of the work.

19. **Patented Devices, Materials and Processes:**
Whenever the Sponsor desires to use any designed devices, materials or processes covered by letter of Patent or Copy Right, the right for such use shall be secured by suitable legal arrangement with the patent owners and the copy of their agreement shall be supplied to the Officer-in-charge if so desired by him. It shall be the responsibility of the Sponsor to observe all legal formalities for use of such patents and consequences, if any, due to failure on his part to do so shall be the sole responsibility of the Sponsor.

20. **Indemnity:**
The Sponsor shall indemnify the MMRDA against all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Sponsor in execution of or in connection with the work of this contract and against any loss or damage to the MMRDA in consequences of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

The sponsor shall indemnify MMRDA against the contents of display, logos exhibited by sponsor and controversies if any arising out of it.
CHAPTER - 4

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS ALONG WITH SCOPE OF WORK

1. These are to apply as additional specifications and conditions, unless otherwise already provided for contrary elsewhere in this contract.

2. DEFINITIONS :-

   Unless excluded by or repugnant to the context.

   (a) The expression “Government” as used in the document shall mean the MMRDA.

   (b) The expression JPD (TP) as used in the EOI document shall mean an Officer working as Joint project Director (Town Planning) (by whatever designation he may be known) under whose control the work lies for the time being.

   (c) The expression “Officer” or “Officer-in-charge” as used in the document shall mean the Officer-in-charge of the work for the time being.

   (d) The expression “Sponsor” used in the document shall mean the successful Sponsor whose offer has been accepted, and who has been authorized to proceed with the work.

   (e) The expression “Contract” as used in the document shall mean the deed to contract together with its original accompaniment (EOI) and those latter incorporated in it by mutual consent.

   (f) “Drawings” shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Officer and such other drawings as may from time to time be furnished or approved in writing by the Officer.

   (g) “Officer’s representative” shall mean an assistant of the Officer-in-charge.
(h) The “site” shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by MMRDA or used for the purpose of execution of work.

(i) The “Work” shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.

(j) The “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

(k) “Temporary works” shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.

(l) “Urgent works” shall mean any measure which, in the opinion of the Officer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

3.1 SCOPE OF WORK AND SUBMISSION OF EOI:

The plantation work is required to be completed within a period of 3 (three) months (including the monsoon period) and maintenance period shall be about 60 months thereafter.

1. The sponsor shall visit the flyover as mentioned in the advertisement and prepare a sketch/drawing on the existing condition below flyover.

2. The sponsor shall identify the spaces below flyover for Landscaping and beautification.

3. The sponsor shall prepare design/ drawing with sculpture/fountains etc for the identified Landscaping areas.

4. The sponsor shall study site conditions for plantation.

5. The sponsor shall propose protection wall/grill/railing/gate etc of suitable size but to ensure that the Landscaping and Beautification is seen by the general public at large.

6. The sponsor shall ensure plantation along the ramps of the flyover.
(7) The provision of security cabin, sponsors logo, MMRDA logo etc shall be mentioned in the drawings by the sponsor.

(8) The sponsor shall provide soil/manure/plants and plant the same on approval by MMRDA the drawing the sponsor shall ensure that the structural safety of flyover is not endangered.

(9) Periodic trimming/cutting/replacement of plant/soil/damaged grill/wall etc shall be carried out by the sponsor at sponsor's cost.

(10) Regular painting of kerb stone below flyovers, provided grill etc shall be carried out by the sponsor at sponsor's cost.

(11) Sufficient illumination shall be provided by the sponsor during night time to avoid any anti-social elements.

**SELECTION OF SPONSOR:** A scrutiny committee constituted by MC, MMRDA will scrutinize the applications received and allot gradations/marks/score to the proposals based on the documents submitted, presentation made by the sponsors to the committee, feedback received from the clients of the sponsors and any other evaluation parameters deemed fit by the committee for scrutiny of the applications. The committee will recommend the successful sponsors per flyover/stretch for allotment. MMRDA reserves the right to split/amalgamate the stretches of flyover between the sponsors.

4.0  

a) **Submission of work Programme:**

The Sponsor shall furnish at least 15 days in advance his programme of commencement of items of work, the details of actual method that would be adopted by the Sponsor for the execution of various items of works supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of Officer-in-charge will in advance of starting of such item of work. The Officer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed by the Sponsor, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Sponsor, and no claim on account of such change in method of execution will be entertained by MMRDA so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the Sponsor, will however, rest on the Sponsor, irrespective of any approval given by the Officer.
In case of slippage from the approved work programme at any stage, the Sponsor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Officer to the revised programme.

b) **CONSTRUCTION EQUIPMENT** :-

All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Officer and no equipment or personnel will be removed from site without permission of the Officer.

c) **PROGRESS SCHEDULE** :

The Sponsor shall furnish within the period of one month of the order to start the work, the programme of work in CPM / PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of whole work in the time limit, the particulars items, if any, on the due dates specified in the contract and shall have the approval of the Officer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Officer is further empowered to ask for more detailed schedule or schedules say, week by week for any item or items, in case of urgency of work as will be directed by him and Sponsor shall supply the same as and when asked for.

The Sponsor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a day for operations to be done under the M.M.R.D.A. supervision shall be such as may be approved by the Officer-in-charge. They shall not be varied without the prior approval of the Officer. Night work which requires supervision shall not be permitted except when specifically allowed by Officer each time, if requested by the Sponsor. The Sponsor shall provide necessary lighting arrangements etc. for night work as directed by Officer without extra cost.

Further, the Sponsor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals as may be specified by the Officer-in-charge. Schedule shall be in the form of progress chart. Forms progress statement and / or reports as may be approved by the Officer-in-charge.
The Sponsor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Officer and submit periodically return thereof as may be specified by the Officer-in-charge.

5. **DAMAGE BY FLOODS OR ACCIDENTS :-**

The Sponsor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the Sponsor on this account or for correcting and repairing any such damage to the work during construction.

6. **POLICE PROTECTION : -**

For the Special Protection of camp and of the Sponsor’s work, the Department will help the Sponsor as far as possible to arrange for such protection with the concerned authorities; if so required by the Sponsor in writing. The full cost of such protection shall be borne by the Sponsor.

7. **TRAFFIC REGULATION FOR ROAD WORKS :-**

7.1 The Sponsor shall have to obtain necessary permission, if any, from Traffic department and shall have to make all necessary arrangements for regulating traffic, day and night during the period of execution to the entire satisfaction of the Officer. This includes the construction and maintenance to diversion if necessary. The Sponsor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles rules and regulation and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the roads, or due to any other reasons.

7.2 The Sponsor shall at all times carry out the work on the road in a manner creating least interference to the flow of traffic, while consistent with the satisfactory execution of the same. For all works involving improvements to the existing road, the Sponsor shall, in accordance with the directives of the Officer-in-charge, provide and maintain, during the execution of work a passage for traffic, either along or part of the existing carriageway under improvement or along a temporary diversion constructed close to the road.
8. The Sponsor or his appointed agency shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Sponsor / agency and working on the site of the work. In particular the Sponsor / agency shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971.

9. **Sponsor’s risks:** All risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Sponsor are the responsibilities of the Sponsor.

10. **Insurance:**
    The Sponsor shall provide adequate insurance cover for the entire work period (including maintenance period) for the events which are due to his risk.
    
    a) Loss or damage to work, material, equipments etc.
    b) Loss or damage to personnel deployed on work.

11. **Protection of Landscaping Work:**
    The sponsor shall ensure that encroachments, advertisements, hoardings, parking etc do not occur on the landscaping work and on the stretches allotted to them. Providing guards, fencing etc to protect the Landscaping work shall be responsibility of the sponsor and sponsor shall ensure that the stretches allotted to them shall be free from any encumbrances / encroachments etc during the entire period.
CHAPTER – 5

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

SPECIAL CONDITIONS

The Special conditions of contract shall take precedence over any other corresponding condition/stipulation/ clause of tender appearing elsewhere in this document.

1. The proposed landscaping area is tentative and might undergo some changes. In view of this, scope of the work might undergo some change by way of its location, width, length Cross Section etc. However, the overall work will be within the Mumbai Metropolitan Region. There will be no changes in the offer made by the Sponsor and no extra payment will be claimed on account of such changes during the execution by M.M.R.D.A.

2. The work proposed to be executed under this contract happens to be one of the works within the overall development in the area and hence, time is the essence of the contract. However the right to extend the time limit on account of unavoidable circumstances will be at the discretion of the Officer-in-charge.

3. The Sponsor has to execute the work in accordance with the recommendation, if any, of MMRDA’s Project Managements Consultants. The Sponsor shall permit the Project management Consultant or his representative to inspect the work whenever required, and has to follow the instructions given by him after informing Officer-in-charge.

4. a) The Sponsors shall prepare a detail report depicting the plantation proposal for submitting it to the Tree Authority, MCGM.

   b) Necessary liaisoning at no cost to MMRDA, with the Tree Authority, MCGM or other departments in connection with the tree plantation shall be done by the Sponsors on behalf of MMRDA.

   c) The Sponsor shall also assist in claiming refund of amounts deposited by MMRDA with the Tree Authority, MCGM against cutting of trees / new plantation / transplantation etc.
d) The Sponsors shall also periodically submit to MMRDA / MCGM, as may be required, tree survival report.

e) The Sponsors shall have to abide by all the conditions of the Tree Authority, MCGM or other local authorities etc.

5. The Sponsor has to provide experienced technical staff and appropriate tools / equipment / machinery at work site as may be required during development and maintenance of the contract period.

6. The Sponsor shall carry out all testing work, if any, as may be required at his cost.

7. Material, water, electricity etc., required for the work shall not be supplied by M.M.R.D.A. The Sponsor shall have to make their own arrangements for the same.

8. Simultaneously with this work there will be other works in progress in the area either awarded by M.M.R.D.A. or by other service providers. It will be incumbent on the Sponsor to provide all the facilities and co-operation to the other contractors to smoothly carry on their work. This implies that the other agencies will have a right to access to their works through the area on which the present agency is entrusted with the work.

9. During the execution of the contract, the MCGM, MTNL, BSES, REL, BPCL, PWD etc., will be operating in the area for laying the various service lines like water supply, sewerage, electric and telephone lines etc. The Sponsor will have to provide all the facilities and full co-operation to these agencies for laying their services lines, without any extra cost.

10. The excavated material is contemplated to be reusable to maximum extent. Surplus material shall be disposed off as directed anywhere in MMR area as directed at no extra cost.

11. Arbitration shall not be permitted. In case of any dispute, the decision of Metropolitan Commissioner, MMRDA shall be final and binding on the Sponsor.

12. Payment terms and conditions.

The sponsor shall deposit performance security deposit of minimum Rs 5 lakhs/per flyover and the same shall be refunded to him after the sponsorship period of 5
years or shall be forfeited if work order is cancelled after giving sufficient opportunity to improve the work etc.

The actual performance security deposit shall be calculated @ Rs 10/m² of the area below flyover and for beautification etc as approved by MMRDA.

13. **Advertisement by the Sponsor**:

The Sponsors shall be allowed to provide steel tree guards, of size and shape etc. as would be decided by the Officer-in-charge, over which they can display the Company Logo for advertisement purpose. The Sponsor shall indicate in advance in their offer the Company Logos they propose to display. The sponsor can only display logos on boards at approved locations. 25% of the total display area shall carry MMRDA name and logo as approved by Officer-in-charge.

The Boards only of approved size and material shall be used for displaying the Company’s ‘Logo’ and / or conveying that the plantation along the median is sponsored by the sponsor. The display boards shall be fixed of approved size and material provided that such boards or tree guards are not causing any hindrance to the free movement of traffic / commuters on / across the road.

The sponsor will display only name and logo of their firm. Any other display scheme proposed by the Sponsor and approved by MMRDA shall be implemented with the same conditions.

The Sponsors can submit any other suitable proposal for displaying their Company Logos which may be permitted by MMRDA if found acceptable.

14. **Non-performance by the Sponsor**:

In case of non-performance by the Sponsor as per the condition of contract, the contract is liable to be terminated. Under the circumstances, the entire amount of performance security deposit shall be forfeited and also the permission to display logos as mentioned at para (13) above shall stand to have ceased with immediate effect. Any other loss to MMRDA which cannot be covered under the performance security deposit, shall be recovered from the Sponsor as arrears of Land Revenue.

If the sponsor does not complete the work in stipulated time period specified by MMRDA, they will be liable for cancellation of work order. MMRDA RESERVES THE RIGHT TO FORECLOSE THIS CONTRACT IN LARGER PUBLIC INTEREST WITHOUT ANY PREJUDICE AND WITHOUT ANY COMPENSATION TO THE
SPONSOR, AND THE SPONSOR SHALL INDEMNIFY MMRDA TO THIS EFFECT.

15. The Sponsor shall have no right, whatsoever, on planted trees.

16. The Sponsor shall also have no ownership right over the land used for plantation.

17. If, for any reason, the MMRDA requires to foreclose the contract for the plantation work, the Sponsor shall not stake any claim whatsoever against MMRDA.

18. The sponsor cannot assign, sublet or transfer the sponsorship rights to any other agency.

19. The display area, shape, size, location, material specification and quantum will be approved by MMRDA.

20. All costs are to be borne by sponsor and all at permission are to be obtained by sponsor.

21. Make available the land to sponsor will not be construed as transfer of any interest in the land.

22. The sections which are presently landscaped and are under sponsorship agreement will be reconsidered for allotment.

23. The specimen for plantation are as suggested from time to time by MMRDA.

24. The Sponsor shall submit his own design for MMRDA’s approval

25. **Notice and Termination:** The agreement will be terminated for any breach of condition of the agreement and after serving a notice of 7 days by MMRDA. The MMRDA will carry out the work at the risk and cost of the sponsor if the sponsor fails to comply with the notice issued by Office in charge within the prescribed period.
CHAPTER 6

AGREEMENT

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

This Agreement made at Mumbai the ___________day of ___________ Two Thousand Eight between the Officer-in-charge, Mumbai Metropolitan Region Development Authority (hereinafter referred as the MMRDA) having office at Plot No.C-14 & C-15, Bandra-Kurla Complex, Kalanagar, Bandra (East), Mumbai - 400 051, on the One Part and the Sponsors, M/s.___________________________________________________, having its office at _______________________________________________________________, Hereinafter referred as the Licensee (which expression shall unless excluded by or repugnant to the context include its successor) and assignees of the Other Part.

WHEREAS M/s. ______________________________________ have been selected as Sponsors for the work of “landscaping of space beneath flyovers etc. on sections mentioned in the work order,

AND WHEREAS MMRDA has agreed to grant Sponsorship to the Licensee on the terms and condition hereinafter appearing.

AND WHEREAS the Licensee has before execution of this Indenture bond, paid to the MMRDA on ___________ a sum of Rs. ________________ (Rupees ____________________________ Only) being the performance security deposit amount and whereas the MMRDA has by this agreement granted to the Licensee permission to carry out landscaping work against display of their Company Logos as specified in the special conditions of contract. (@Rs 10/sqmt landscaped area)
NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The work shall be carried out by sponsor as specified in the General Conditions, Special Conditions & Additional general conditions and Specifications of work mentioned from time to time.

2. Work is to be done as per approval to the proposal by MMRDA and the Tree Authority, MCGM etc.

3. Watering to planted trees shall be done in such a manner that water will not spill on road surface. Also watering shall be done at such a time when traffic on the road is of its lower peak. In any case, there shall not be any hindrance to free movement of traffic while watering operation is in progress. Damage responsibility vests with the sponsor.

4. Underground cable for providing electric supply to street light poles through the footpath / median portion proposed for plantation may have been laid by the Electric Cos., All necessary care and permission shall be exercised / obtained for protecting the cables. In case of any damage to this and / or other installation caused during the plantation or its subsequent maintenance, Licensee shall be fully responsible for such damage and shall carry out all rectification / repairs becoming necessary at their own cost. In events of failing this the Officer-in-charge, shall be at liberty to get the rectification / repairs done at the risk and cost of Licensee and to recover the cost of rectification of such damages from the Licensee.

5. The beautification by planting trees and display by Sponsor be done in such a way that it will not obstruct or hinder the reading interpretation of any road traffic signs etc.

6. All cost including any incidentals required for avenue plantation shall have to be borne by the Licensee. Plants will have to be maintained by the Licensee at its cost throughout the prescribed period of maintenance in neat, tidy and safe conditions.

7. Permission for planting and maintenance shall be valid for sixty months from the date of signing contract/work order. The MMRDA will be at liberty to extend this contract for a suitable period if it so desires.
8. The MMRDA will not be responsible for any damages caused to the plantation due to mishap, accidents and/or any other cause. Under such circumstances the Licensee shall have to repair, rectify and re-plant at its own cost within reasonable time or as specified by Officer-in-charge whichever is earlier.

9. The Licensee shall pay a security deposit as specified, to the MMRDA which will be refunded after 60 days of closure of contract on satisfactorily completing the plantation and maintenance work as certified by the Officer-in-charge, MMRDA.

10. The MMRDA will not be in a position to arrange water supply required for plantation and its maintenance purpose. The Licensee shall have to make all necessary arrangements for water supply at their own cost.

11. The permission granted shall not deem to convey to the Licensee any right to or any interest over MMRDA/Govt land, except the sponsorship contract for avenue plantation against right to display the Company Logos for the contract period.

12. The Licensee shall obtain prior permission required if any, from all concerned Government department or other Public bodies such as Mumbai Municipal Corporation, Traffic wing of Mumbai Police, Electrical Department etc., Copies of such permissions shall be furnished to the Officer-in-charge prior to taking up any activity at site.

13. The Licensee will have to bear all royalties, taxes, duties, levies, electrical charges etc., if any, levied by MCGM, Reliance Energy and/or other department/body becoming necessary for undertaking the contract scope.

14. The plantation work along the highways shall be properly sequenced and done in a phased manner. All due precautions shall be taken timely so as to ensure traffic and other safety.

15. No construction, plantation and other materials, including the excavated material shall be stacked on carriage way, beams, shoulders or any part of the road way which is supposed to be used by the vehicles/commuters. No materials excavated or otherwise, shall be allowed to be spilled over on any part of the road way system.

16. The work of plantation and maintenance shall not hinder the traffic, and road way should be maintained clean, when the work is in progress.
17. While carrying out the plantation work, care regarding existing utility services such as electrical cables, water and sewerage pipe line and telephone cable etc., shall be taken and the same shall be restored at the cost and risk of Licensee if there is any damages.

18. All plantations shall be carried out in consultation with the Officer-in-charge, MMRDA.

19. The Boards only of approved size, shape, material and at approved locations shall be used for displaying the Company’s Product / ‘Logo’ and / or conveying that the landscaping along the roads / Islands etc is sponsored by the Licensee. The display boards shall be fixed of approved size and material provided that such boards or tree guards are not causing any hindrance to the free movement of traffic / commuters on / across the highway. Or any other display scheme proposed by the Sponsor and approved by MMRDA shall be implemented with the same conditions. Not less than 25% of the display area will bear MMRDA name and logo as approved and will be erected prior to erection of sponsor boards.

20. The above granted permission shall automatically stand cancelled for breach of any of the above conditions.

21. **Non-performance by the Sponsor:**

   In case of non-performance by the Sponsor as per the condition of contract, the contract is liable to be terminated. Under the circumstances, the entire amount of security deposit shall be forfeited. Any other loss to MMRDA which cannot be covered under the security deposit shall be recovered from the Sponsor as arrears of Land Revenue.

22. The Sponsor shall have no right, whatsoever, on planted trees and boards etc after the end of sponsorship period or premature expiry of the agreement.

23. The Sponsor shall also have no ownership right over the land used for plantation.

24. The Sponsor cannot assign, sub-let or transfer the sponsorship right to any other agency.

25. If, for any reason, the MMRDA requires to foreclose the contract for the landscaping work, the Sponsor shall not stake any legal, compensation or financial loss claim whatsoever against MMRDA.
26. The detailed notice inviting EOI, General Conditions, Addl. General Conditions, Special Conditions, Specifications and additional specifications etc. of the EOI documents shall form a part of this agreement contract.

27. In extraordinary circumstances MMRDA reserves the right to add / delete/ modify any of the conditions and the same will be acceptable to the sponsor and will be part of this agreement.

28. **Notice and Termination:**
The agreement will be terminated for any breach of condition of the agreement and after serving a notice of 7 days by MMRDA. The MMRDA will carry out the work at the risk and cost of the sponsor if the sponsor fails to comply with the notice issued by Office in charge within the prescribed period.

29. **Protection of Landscaping Work:**
The sponsor shall ensure that encroachments, advertisements, hoardings, parking etc do not occur on the landscaping work and on the stretches allotted to them. Providing guards, fencing etc to protect the Landscaping work shall be responsibility of the sponsor and sponsor shall ensure that the stretches allotted to them shall be free from any encumbrances / encroachments etc during the entire period. Any theft or damage caused to the work done is solely the responsibility of the sponsor, MMRDA shall not be responsible in any way.

In witness of the parties hereto have herein to self their hand the day and year first above written.

| SIGNED AND DELIVERED by the Officer-in-charge, MMRDA, Plot Nos. C-14 & C-15, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051. In presence of 1) 2) | SIGNED AND DELIVERED by the Within named Licensee in the Presence of 1) 2) |
CHAPTER - 7

DECLARATION BY THE SPONSOR (S)

I / we hereby declare that I / we have made myself / our self thoroughly conversant with the local site conditions regarding all materials such as stones, earth, murum, sand, and labour etc. on which I / we have based my / our offer for this work. The specifications and lead on this work have been carefully studied and understood by me / us before submitting the offer. I / we undertake to use only the best materials and method proposed to employ on work duly approved by the Officer-in-charge, MMRDA, Mumbai or to abide by his decision.

Signature of Sponsor

JPD TP
CHAPTER –8

PROPOSED METHODOLOGY AND ADDITIONAL SPECIFICATION OF WORK

1.0 MATERIALS

1.1 Plant material:

Plant materials shall be well formed and shaped and free from disease, insects and defects. All plant materials shall be healthy, sound, and vigorous and shall have healthy, well-developed root systems. All plants shall be hardy under climatic conditions similar to those in the locality of the project. No plant material will be accepted if branches are damaged or broken. All materials must be protected from the sun and weather until planted.

All plants shall confirm to the names & requirements specified in the plant list, except that plants larger than specified may be used if approved. If the use of the larger plant is approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.

Deliver plants with legible identification labels. (At least one Plant of each species must be labeled) All plants must be of approved height.

1.2 Root system:

The root system shall be conducive to successful transplantation from small containers to the desired location. Where necessary, the root-ball shall be preserved by support with Hessian or other suitable material. On soils where retention of a good ball is not possible, the roots should be suitably protected in some other way which should not cause any damage to roots.

1.3 Condition:

Plantation shall be substantially free from pests and disease, and shall be materially undamaged. No roots shall be subjected to adverse conditions, such as prolonged exposure to drying winds or subjection to waterlogging, between lifting and delivery.

1.4 Packaging:

Packaging shall be adequate for the protection of the plants and such as to avoid heating or drying out.
1.5 **Marking:**

Each specimen of tree and shrub, or each bundle, shall be legibly labelled with its botanical name.

1.6 **Topsoil:**

(Poyta earth) pH range 6.00 to 7.5 Topsoil or good earth shall be a friable loam, typical of cultivated topsoil of the locality containing at least 2% of decayed organic matter (humus). It shall be free from subsoil, stones, earth clods, sticks, roots or other objectionable extraneous matter or debris. It shall contain no toxic material. No topsoil shall be delivered in wet condition.

1.7 **Fertilizer:**

Dry organic manure shall be used, cow dung manure can be used. It shall be free from extraneous matter, harmful bacteria insects or chemicals. It must be fully decomposed before use. No manure shall be delivered to site in wet condition.

2.0 **TREE PLANTING:**

The plantation along the median shall be carried out as directed by the Officer-in-charge, as follows:

a) Trees should be supplied with adequate protection as approved. After delivery, if planting is not carried out immediately, balled plants should be placed cheek to cheek and the ball covered with sand to prevent drying out. Bare rooted plants can be heeled in by placing the roots in a prepared trench and covering them with earth which should be watered in to avoid air pockets round the roots.

b) **Digging of pits:**

Tree pits shall be dug with prior permission of MMRDA a minimum of one week prior to backfilling. The sizes of Pits shall be as directed. While digging the pits, the topsoil up to a depth of 30cms may be kept aside, if found good (depending upon site conditions), and mixed with the rest of the soil.

If the soil is bad below, it shall be replaced with the soil mixture as specified further herein, If the soil is normal it shall be mixed with manure; river sand shall be added to
the soil if it is heavy. The bottom of the pit shall be sprinkled with 25gms of approved insecticide powder folio or equivalent.

c) **Backfilling:**

Initially pit shall be filled to 200mm depth with garden earth mixed with 250 gms of Neemcake. Remaining pit shall be refilled with earth and manure in proportion 3:1.

d) **Flooding of pits to reduce air pockets:**

The soil backfilled watered through and gently pressed down, a day previous to planting, to make sure that it may not further settle down after planting. The soil shall be pressed down firmly by treading it down, leaving a shallow depression all round for watering.

e) **Planting:**

Care shall be taken the plant sapling when planted is not buried deeper than in the nursery, or in the pot. Planting should not be carried out in water logged soil.

Plant trees at the original soil depth; the soil marks on the stem is an indications of this and it should be maintained on the finished level, allowing for setting of the soil after planting. All plastic and other imperishable containers should be removed before planting. Any broken or damaged roots should be cut back to sound growth.

f) **Nursery:**

The Sponsor is expected to develop his own nursery (ies) at suitable locations to stock and nurture the plants before plantation.

g) **Erection of sponsor boards:**

The sponsor shall erect the boards of approved material, size and dimensions and at approved locations. Not less than 25% of the total display area will bear MMRDA name and logo. The Erection of Boards will be done after landscaping work in complete and approval is obtained from MMRDA to erect such boards. The erection of Boards displaying MMRDA name and logo will be done prior to erection of sponsor board. The structural stability of the display boards is responsibility of the sponsor.
3.0 **Staking**:

Planted trees must be held firmly although not rigidly by staking wherever necessary to prevent a pocket forming round the stem and newly formed fibrous roots being broken by mechanical pulling as the tree rocks.

**Methods:**

The main methods of staking shall be:

a) A single vertical stake, 600mm longer than the clear stem of the tree, driven 600mm into the soil. The end of the stake should be pointed and the lower 0.6m should be coated with a non-injurious wood preservative allowing at least 150mm above ground level.

**TYING:**

Each such tree should be firmly secured to the stake so as to prevent excessive movement. Abrasion must be avoided by using a buffer, rubber or Hessian, between the tree and stake. The tree should be secured at a point just below its lowest branch, and also just above ground level; normally two ties should be used for tree. These should be adjusted or replaced to allow for growth.

4.0 **Equipments:**

All necessary equipments should be made available for plantation and site e.g.: khurpi, tikao, etc. All workers to be given with proper shoes, uniforms with caps and identity cards. All reports of plantation to be submitted in given format.

5.0 **Maintenance:**

a) All the plants will be maintained for a period of five years.

b) Necessary protection to the plants/trees shall be provided to avoid damage from cattle, local miscreants etc.

c) Damaged plants shall be immediately replaced. All the above activities are deemed to be included in the proposed scope of work.
d) Necessary cleaning, painting, washing frequently of plants and materials required to give international looks shall be done by sponsor on regular basis and whenever directed by Officer-in-charge.

e) Display boards shall be cleaned, painted etc to give international looks and shall be replaced immediately if damaged or within seven days after receipt of intimation by Officer-in-charge.

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