

(MM3-CBS-REL-PYL)

“Procurement, Supply, Installation, Testing and Commissioning of various Power Supply works including associated Civil works, required for diversion of 220 kV and 33 kV Transmission Lines along with the Transmission towers belonging to M/s Reliance Infrastructure Ltd. in Aarey depot area for Mumbai Metro Line -3”

Addendum No. 3

Date: 26th May 2017

Sr. No.	Description	Clause No. and Page No. of Original Tender Document	Amendment
1.	Form of Joint Venture/Consortium Agreement	ITT A.3 Eligible Bidders, Page No. 10.	Refer Attachment No.1
2.	Form of Power of Attorney	ITT A 4.1 – Power of Attorney, Page No. 10	Refer Attachment No.2

INSTRUCTIONS TO TENDERERS

Form of Joint Venture/Consortium Agreement

(On a non-judicial stamp paper of INR 500)

Date: _____, 2017

Contract MM3-CBS-REL-PYL: Procurement, Supply, Installation, Testing and Commissioning of various Power Supply works including associated Civil works, required for diversion of 220 kV and 33 kV Transmission Lines along with the Transmission towers belonging to M/s Reliance Infrastructure Ltd. in Aarey depot area for Mumbai Metro Line -3

Under the MUMBAI METRO LINE 3, (COLABA-BANDRA-SEEPZ) Project

- Pursuant to Notice Inviting Tender MM3-CBS-REL-PYL;
- Pursuant to the Tender Documents for the Contract MM3-CBS-REL-PYL: Procurement, Supply, Installation, Testing and Commissioning of various power supply works including associated civil works, required for diversion of 220 kv and 33 kv transmission lines along with the Transmission towers belonging to M/s Reliance Infrastructure Limited in Aarey depot area, issued in the Notice Inviting Tender (NIT) by Mumbai Metro Rail Corporation Ltd on 10th April 2017.

We, representing the parties to the Joint Venture/Consortium Agreement and consisting of:

Name of Partner *[write the name of each partner]*

Represented by Mr. /Ms.: _____

Position: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. _____ dated _____ *(in the case of attorney)*.

Name of Partner *[write the name of each partner]*

Represented by Mr. /Ms.: _____

Position: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. _____ dated _____ *(in the case of attorney)*.

The parties hereto (hereinafter referred to as “the Partners”) agree to sign this Joint Venture/Consortium Agreement with the following contents:

Article 1. General Principle

1. The Partners hereby voluntarily form a Joint Venture/Consortium Agreement for participation in the tendering for Contract MM3-CBS-REL-PYL under the MUMBAI METRO LINE 3, (COLABA-BANDRA-SEEPZ) Project.
2. The Partners agree that the name of the Joint Venture/Consortium to be used for all transactions related to this Contract MM3-CBS-REL-PYL is: _____ *[write the agreed name of the joint venture/consortium]*.
3. The Partners pledge that not any partner of this Joint Venture/Consortium will, at its discretion, participate independently or in partnership with other partners in tendering for this Contract MM3-CBS-REL-PYL. In the case where the Contract is awarded to this Joint Venture/Consortium, no partner hereof will have the right to refuse to perform its responsibilities and obligations under this Agreement without the written consent of the other partners in the Joint Venture/Consortium. Should a partner of the Joint Venture/Consortium refuses to fulfil its own responsibilities in accordance with this agreement, such partner shall:

(Please provide details

Article 2. Sharing of Responsibilities

The Partners agree that each partner hereof shall share the responsibilities to perform the Contract MM3-CBS-REL-PYL as follows:

1. The Lead Partner Role

The Partners agree to give power to _____ [state the name of the partner] to be the Lead Partner of the Joint Venture/Consortium, representing the Joint Venture/Consortium in the following activities:

- To sign the Tender;
- To sign letters and documents for communication with the Employer during the tendering process, including the letter of request for clarification of Tender Documents and the letter of explanation and clarification of the Tender;
- To participate in contract negotiation process and finalization of Contract;
- To sign petitions, if any, for the tenderer;
- To conduct other works [specify the contents of other works (if any)].....

2. The JV members in compliance with the provisions of Clause 1.11 of GC, Section IV. General Conditions:
3. The governance structure of JV:
4. The operational rules and financial management mechanism including that for receipt of payments under the Contract and distribution thereof amongst JV members:.....
5. The stakes or percentage participation level of each member:.....
6. The dispute resolution mechanism amongst the members:
7. The distribution of main scope of works to be executed by the respective members (Tenderer’s attention is invited to the fact that while describing distribution of the Scope of Works/Activities amongst the JV/Consortium members it should be kept in view that such distribution respects and matches with the respective technical expertise of each member relating to their past Specific Experience as was claimed by the JV/Consortium under Experience Clause of the tender document for getting prequalified/eligible to tender for the Contract(s). Any distribution of scope amongst JV members that vitiates or is in contrary to the tender submittals/process may lead to the rejection of tender).....
8. The Performance security is to be submitted by the respective JV members of the Contractor in proportion to their percentage shares in this Contract and shall be in the name of joint venture/consortia.

Article 3. Effectiveness of Joint Venture/Consortium Agreement

1. This Joint Venture/Consortium Agreement shall take effect from the date of its signing.
2. This Joint Venture/Consortium Agreement shall be terminated in the following cases:
 - The Partners have fulfilled their responsibilities and obligations and have liquidated the Contract;

- *The Partners agree to terminate this Agreement;*
- Tendering for Contract MM3-CBS-REL-PYL under the MUMBAI METRO LINE 3, (COLABA-BANDRA-SEEPZ) Project is cancelled as notified by the Employer.

This Joint Venture/Consortium Agreement is made in _____ copies of the same validity, with each party keeping _____ copies.

LAWFUL REPRESENTATIVE OF THE LEAD PARTNER

[specify name and title, sign and seal]

LAWFUL REPRESENTATIVES OF PARTNERS OF THE JOINT VENTURE/CONSORTIUM

[specify name, title, sign and seal]

Note: Provide the following to this Form:

1. Where ever the descriptions are in *Italic* the details shall be provided.
2. Attach the Power of Attorney from each partner appointing and authorizing the above named persons to act as their Official Representatives.
3. Attach the Certificate by a Notary Public certifying the authenticity of the signature and capacity of the persons(s) issuing the Power of Attorney.

INSTRUCTIONS TO TENDERERS

POWER OF ATTORNEY

Attention: The Executive Director(Electrical),
MMRC,Street Address: MMRDA ,
Bandra Kurla Complex, Bandra (East),
City: Mumbai, Post Code: 400 051
Country: Republic of India

Mumbai Metro Line 3 (Colaba-Bandra-SEEPZ) Project

Notice Inviting Tender MM3-CBS-REL-PYL.

Contract MM3-CBS-REL-PYL: Procurement,Supply,Installation, Testing and Commissioning of various power supply works including associated civil works,required for diversion of 220 kv and 33 kv transmission lines along with the Transmission towers belonging to M/s Reliance Infrastructure Limited in Aarey depot area for Mumbai Metro Line 3.

Date: xxxxxxxx, 2017

Place: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Know all men by these presents, that I/We _____ (name, title and ID/Passport number of the legal representative), legal representative of _____ (name of Tenderer*/) duly organised and existing under the laws of _____ (name of country) with its main office located at _____ (address of the Tenderer*/) hereby duly authorise and extend complete POWER OF ATTORNEY to Mr./Ms. _____ (name, title and passport number of the authorized person) to perform the following functions in the tendering process for Contract Package- **MM3-CBS-REL-PYL** under the Mumbai Metro Line 3 (Colaba-Bandra-SEEPZ) Project being implemented by the Mumbai Metro Rail Corporation Ltd :

1. To sign the Tender;
2. To sign letters and documents for communication with the Employer during the participation in tendering, including the letters of request for clarification of Tender Documents and letters of clarification of the Tender;
3. To participate in contract negotiation and in finalization of the Contract Agreement; and
4. To sign the Contract Agreement with the Employer, if the Contract is awarded to _____ (name of Tenderer*/).

The above authorized person shall perform only the functions within the scope of authorization

specified above as a lawful representative of _____ (name of Tenderer*).

_____ (name of Tenderer*/) shall bear full responsibility for the functions performed by the said person within the scope of authorization given to him.

This Power of Attorney shall be effective from _____ (date) to _____ (date) and is made in _____ equally valid copies, of which _____ copies are to be kept by the Principal and one copy by the authorized person.

The Authorized Person

The Principal

(name and title)

(name and title of legal Representative
of the Tenderer*)

Signature: _____

Signature: _____

Note:

*: or the name of Partner of Joint Venture if the Tenderer is a Joint Venture.

This Power of Attorney shall be certified by a Notary Public.