

CORRIGENDUM-II

Date:-30/03/2016

MINUTES OF PRI- BID MEETING 14/03/2016

Name of Work: Tender No.06 - Shifting of LT,HT O/H line ,crossings and providing LT,HT U/G cables from Ambazari lake (CH:12500) excluding to Lad square (CH:10800) for Nagpur Metro Rail Project for E-W Corridor.

Tender No. :- N1-(U/S)/(ELE)/06-2016, Dated 01/03/2016

Tender No: - (Portal):-30

Sr.No	Clause	Original Para/as per BOQ	Clarifications/Modification Required	Clarifications
1	Road Reinstatement/ Restoration Charges	Road Reinstatement/ Restoration Charges a)Trench with 15 cm/25 cm pipe b)HOO	Please confirm whether the road cutting charges and/or road reinstatement charges will be in the scope of contractor or NMRCL.	Road cutting charges to the authority will be borne by NMRCL. Road excavation and restoration lies with Contractor.
2	Chapter 17.1	Chapter 17.1 Excavation (EXN)	Trench in Soft soil/Hard Murum/Tar road with half round RCC Hume pipe shows brick work to be made for the Trench along with half round RCC Hume pipe to be laid in trench.	Specifications prevail.
3		Bore Horizontal With HOPE Pipe up to 130MM Oia. For laying of cables crossing of roads across / along the road.	Please provide us technical specification of HDPE pie i.e. which rating of 10 consider As per manufacturer the 130mm dia. Of HDPE pipe not available in market only 125mm, 140mm & 150mm dia. Available in market . Kindly clarify the same.	HDPE pipe is available in manufacture of all sizes.
4	BOQ Schedule B CSR No.7.6.6	BOQ Schedule B CSR No.7.6.6 Supplying & laying (including excavation) 15 ems. dia half round RCC Hume pipe with coupling collar of standard thickness at required depth up to 90 cms. below road / ground surface, for enclosing cables & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen car pet)	As per manufacturer the half round RCC pipe with collar not available in market only Full round RCC pipe with collar and half round RCC pipe with collar available in market. Kindly clarify the same.	As per Revised Schedule-B Annexure-I
5	BOQ Schedule B CSR No. 7.6.8	Supplying & laying (including excavation) 25 cm dia half round RCC Hume pipe of	As per manufacturer the half round RCC pipe with collar not available in market only Full	Item no.21, 7.6.8 is self - explanatory.



		standard thickness at required depth up to 90 cms. below road / ground surface, for enclosing cable & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet).	round RCC pipe with collar and half round RCC pipe with collar available in market. Kindly clarify the same.	
6		Total length of cable mismatched with total given pipe length.	Total HT/LT cable length is 6016 mtr and total length of RCC pipe is 9800 mtr and HOPE pipe length 600 mtr so it's not match with total cable length. Kindly clarify the same	Due to core & looping of cables, length varied. RCC pipe will be lesser than cable length.
7		Suggestion for cable laying.	It is also suggested the total cable laying work in the road can be done by HOD method. So that damaging of the road, repairing, refilling and surface leveling. Bituminous tarring can be avoided.	Not Accepted.
8		GENERALCONDITIONS All materials required shall be for completion of work as per standard specifications and shall be procured and brought at site by the contracting firm at its cost. The rates quoted for the items shall be inclusive of all costs of materials and labour and it shall also cover all the present taxes such as Sales Tax, Local Tax, Octroi all taxes levied by government and excise duty levied by the state and Central Government and the local body. The contractor shall not be reimbursed the above taxes on any account.	As per Union Budget 2016, service tax exemption on Metro Projects has been withdrawn (NOTIFICATION No.9/2016 Service Tax). Please clarify whether we should quote with or without service tax.	Items inclusive of all taxes.
9		Any Additional Tax or any change in the percentage of the Tax The present taxes such as Sales Tax, Local Tax, Octroi all taxes levied by government and excise duty levied by the state and Central Government and the local body. The contractor shall not be reimbursed the above taxes on any	The variation in the same in near future by State or Central Government is not clear at present, hence we hereby request you to kindly make the payments of variation in taxes as per actual as and when implemented by the government.	Tender condition will prevail.



	account		
10	The Agency shall obtain the permission of local authority (N.D.C.) for digging the road if necessary	The Agency shall obtain the permission of local authority (N.D.C.) for digging the road however the payment for the permission of the road digging & road reinstatement shall be borne by NMRCL.	Road cutting charges will be borne by NMRCL.
11		We have experience in MOIL Ltd. 11 KV Line shifting work.	Eligible criteria will prevail as provided in tender document.
12		We request you to allow Joint venture for the same.	Tender No. 06 JV accepted.
13		We request you to allow single order of 1.1 Cr	Annexure-II, III, IV Not accepted.
14		We are registered with National Small Industries Corporation (NSIC). We were already taking exemption against the attached NSIC Certificate.	Not accepted.
15		First para you are asked for at least 5 years experience with laying of U/G cable 3 Km in single order which is not acceptable to us being the similar type of work up to 1 Km of 11KV cabling, so we feel that he criteria shall be 1 Km instead of 3 Km.	Not accepted.
16		Regarding average of annual turnover of last five financial year shall be 80% of the tenders value instead of 3.25 Crore (for example i.e. Estimated cost of tenders is 2.12 crore x 80%)	Not accepted.
17		Being the above said work is utility shifting of MSEDCL we requested to kindly implement the terms & condition of MSEDCL in place NMRCL terms given the tender (i.e. 40% single order of tender value)	Not accepted.

General Manager (Proc.)



NMRCL, Nagpur

Annexure-I
Revised BOQ
Estimate No. N1-(U/S)/(ELE)/06-2016

Name of Work:- Shifting of LT, HT O/H lines, crossings and providing LT,HT U/G cables from Ambazari lake(CH.12500) excluding to Lad square(10800) for Nagpur Metro Rail Project for E-W Corridor

SCHEDULE-I B

Sr. No.	DSR	Description	Qty.	Unit	Rate	Amount
1	7.3.13	Supplying , erecting & terminating 3 x 300 sq mm 11 KV, XLPE(E) round armoured cable to be laid in trench / pipe in an approved manner as per specification No CB-HT or latest.	1915	Mtr.	2110.00	4040650.00
2	MSEDCL specification	Supplying , erecting & terminating 3 x 300 sq mm 33 KV, XLPE(E) round armoured cable to be laid in trench / pipe in an approved manner as per specification No CB-HT or latest.	3201	Mtr.	3540.00	11331540.00
3	7.1.29	Supplying, erecting & terminating PVC armoured cable 3½ core 185 sq mm aluminum conductor with continuous 12.97 sq mm (8 SWG) G.I. earth wire complete with glands & lugs, on pole or laid in trench/ pipe as per specification no. CB-LT/AL or latest.	900	Mtr.	1061.00	954900.00
4	5.2.15	Supplying and erecting mini feeder pillar triple pole with 300A FPMCCB as incomer and 3 outgoing circuits with HRC Fuse base and Cartridge of 100A consisting of aluminium bus bar 500V 300A complete erected in 14 gauge CRCA sheet box with supporting angles, self locks, gasket and slanting top to be erected on foundation as per specification No. SW-SWR/MFP	40	Each	48487.00	1939480.00



5	8.8.3	Dismantling of existing overhead line including G.I. wires of all sizes without damaging & making the coils in suitable sizes and transporting to MSEDCL depot/ store.	1.725	Km	816.00	1407.60
6	7.5.16	Supplying ,providing and erecting Heat shrinkable outdoor termination kit for 11 KV XLPE HT cable 3x240 to 300 sq. mm. with necessary material as per specification No. CB-JT/HT or latest.	4	Each	15127.00	60508.00
7	7.5.18	Supplying ,providing and erecting Heat shrinkable outdoor termination kit for 33 KV XLPE HT cable 3x240 to 400 sq. mm. with necessary material as per specification No. CB-JT/HT or latest	12	Each	38670.00	464040.00
8	7.4.11	Supplying ,providing and erecting epoxy outdoor end termination kit for LT PVC armoured cable 185 to 300 sq. mm. with necessary material as per specification No. CB-JT/LT or latest	8	Each	1605.00	12840.00
9	7.5.25	Supplying, providing & erecting Heat shrinkable Straight through joint kit for 11 KV XLPE HT cable 3x300 to 400 sq. mm. with necessary material as per specification No. CB-JT/HT or latest.	11	Each	28306.00	311366.00
10	7.5.27	Supplying, providing & erecting Heat shrinkable Straight through joint kit for 33 KV XLPE HT cable 3x300 to 400 sq. mm. with necessary material as per specification No. CB-JT/HT or latest.	22	Each	88404.00	1944888.00
11	7.4.4	Supplying , providing and erecting epoxy straight through outdoor joint kit for LT PVC armoured cable 120 to 185 sq. mm. with necessary material as per specification No. CB-JT/LT or latest	10	Each	2799.00	27990.00



12	9.1.3	Providing earthing with Galvanised cast iron earth plate size 60 x 60 x 0.6 cm with funnel with a wire mesh for watering and brick masonry block C.I. cover complete with all materials, testing & recording the results as per specification No. EA-EP or latest.	18	Each	5234.00	94212.00
13	9.2.3	Supplying and erecting G.I. strip of required size used for earthing purpose with necessary GI clamps fixed on wall painted with bituminous paint in an approved manner with joint required. as per specification No (EA-EP).	45	Kg	158.00	7110.00
14	MSEDCL specification	Supplying & erecting 11 KV outdoor type Ring Main with scada compatible, motorised operation, without FRTU, Gas insulated & touch proof kit (if required), as per latest MSEDCL approval & specifications with following configuration complete on CC foundation/MS channels/trench, etc, in an approved manner.				0.00
	i	11KV 3nos. LBS	2	set	576680.00	1153360.00
	ii	11KV 5nos. LBS	2	set	950000.00	1900000.00
	lii	11KV 4nos. LBS	2	set	788000.00	1576000.00
15	8.8.2	Dismantling of existing poles above 6 m height with brackets, clamps, insulators, stay from the cement concrete foundation and making the site clear by refilling the pits with excavated materials and bringing it to the ground level.	50	Each	615.00	30750.00
16	10.2.18	Supplying and erecting fencing of section having size 2450 mm in height from ground level and 1200 mm width with angle iron frame work erected in C C foundation and painted as per specification No SS-AS/FSG or latest.	15	Each	5286.00	79290.00



17	10.2.19	Supplying and erecting 50 x 50 x 6 mm. angle iron as corner support 2m long fixed at the middle of the fencing frame and the other side inclined at 30 degree angle, in C.C. foundation of 15 x 15 x 40cm complete duly painted with one coat of red oxide and two coats of aluminum paint.	10	Each	1060.00	10600.00
18	10.2.20	Supplying and erecting double leaf hinged door each 1500mm in width x 1850 mm in height using B class GI pipe with angle iron supports, chain link wire mesh (jali) complete supported on channel iron, erected in foundation, and painted as per specification no SS-AS/DLD or latest.	6	Each	16158.00	96948.00
19	MSEDCL specification	Bore Horizontal With HDPE Pipe up to 130 MM Dia. For laying of cables crossing of roads across / along the road.	300	Mtr	5602.00	1680600.00
20	MSEDCL specification	Bore Horizontal With HDPE Pipe up to 150 MM Dia. For laying of cables crossing of roads across / along the road.	300	Mtr	7500.00	2250000.00
21	7.6.6	Supplying & laying (including excavation) 15 cms. dia half round RCC Hume pipe of standard thickness at required depth up to 90 cms. below road / ground surface, for enclosing cables & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet)	2800	Mtr	472.00	1321600.00



22	7.6.8	Supplying & laying (including excavation) 25 cm Dia half round RCC Hume pipe of standard thickness at required depth up to 90 cms. below road / ground surface, for enclosing cable & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet).	7000	Mtr	577.00	4039000.00
23	16.5.15	Supplying and erecting ISI mark G.I. pipe 100 mm dia 'C' class position with accessories. As per specification No. CW-PLB/GP or latest.	60	Mtr	1821.00	109260.00
		Total				35438339.60
		Say				35438340.00



ANNEXURE- II

Eligibility Criteria (Revised)

Bidding is open to all bidders who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. The contract shall be awarded to contractors as per NMRCL policy.

The bidding is open to the Electrical Contractors registered with Central Government / State Government / Public Sector Undertaking / Urban Local Body in appropriate class .

- ❖ At least Five years experience as a Prime Contractor in the Electrical works, that require under this contract. Contractor shall have completed similar type of work such as supplying, erecting and laying of not below 11 KV Upto 33 KV cables and transformers more than 100 KVA ,11 KV RMU, LBS 11 KV & 11 KV VCB and cubical meter. Should have experience of supplying and laying of underground power cable upto 11 Kv-4Km, in single work order.
- ❖ Average Annual Turnover of last five financial years (**2010-11, 2011-12, 2012-13, 2013-14, 2014-15**) shall not be less than Rs. **5.5 Crore**.
- ❖ Should have executed a similar type of work of underground cable in single order of value equivalent to at least **290lacks** of the estimated cost in last Five years. **OR** two orders each of **180 lacks** of the estimated cost in last five years .**OR** Three orders each of **145lacks** of estimated cost in last five years. With any State Government/Central Government/Public sector Undertaking (PSU)/Urban local bodies during the last preceding five **financial** years. The completion certificate for the officer not below the rank of Executive Engineer of the concerned department.
- ❖ Should have valid Electrical License and EPF registration.

Eligibility Criteria for JV/Consortium

Bidders: - The bidder may be a sole bidder or a group of two bidders jointly together as JV/Consortium to bid for the work and execute if awarded. In case the bidder is a sole bidder then he must comply with the criteria mentioned above. In case the bidder is a JV/ consortium then of following criteria shall apply.

1. A maximum number of two bidders can join to form a JV/ Consortium.
2. The lead member should have a share more than 50% in JV/Consortium and JV lInd member not less than 25%.
3. Both the members must have at least 5 Years experience as prime contractors in Electrical works.



4. The lead member should have completed similar type of work such as supply ,erecting of not below 100 KVA , 11KVA RMU, LBS 11 KVA and11K VCB and cubical meter, 11 KV HT.
5. Both members jointly should have experience of supply and laying underground power cable upto 11KV-4Km.
6. Average annual turnover for last five financial years (2010-11,2011-12,2012-13,2013-14,2014-15) will be evaluated by multiplying the average annual turnover of each partner with their respective shares in the JV/ Consortium proposed.
7. Similar type of work shall be evaluated as follows:-
 - a) Both the members should have completed in single contract each a value of work which should be at least Rs.180 lakh. The combined such value should not be less than Rs.360 lakh.
 - b) In case of three contracts, two contracts of lead member would be considered were in the lead member should have completed two works of combined value Rs.300 lakh & other member should have completed one work of at least Rs.100 lakh.
 - c) The experience of above work in point No 6. Should have been in State Govt/Central /PSU/ULB during last five years.
8. Both the member of JV/ Consortium should have valid Electrical licenses & EPF registration.
9. Both the member JV/ Consortium should be registered as Electrical Contractor with State Govt/Central /PSU/ULB.
- 10.The members participating in consortium/JV for the bid shall be jointly and severally responsible for all liabilities relating to the work and in accordance with the terms of contract agreement.



Annexure-III
1) INSTRUCTIONS TO THE TENDERER
JV/Consortium

ENVELOPE NO. 1 (DOCUMENTS AND TENDER)

Sr. no.	Brief detailed of document/ index required	Whether enclosed or not	
		Yes	No
	The first envelope clearly marked as envelope No.-1 shall contain the following documents.		
1	Forwarding letter clearly indicating the documents attached therein with index page denoting the documents attached and their page number.		
2	Document Tender Fee and EMD to be paid via online mode only.		
3	The tender Document including the set of clarifications/corrigendum/addendum issued by the NMRCL . A tender submitted without this would be considered as invalid.		
4	Both members JV/Consortium should have Copy of Valid Registration Certificate in Electrical works with Central Government / State Government / Public Sector Undertaking / Urban Local Body in appropriate class		
5	Both members JV/Consortium should have Copy of Valid Electrical Contractor License.		
6	Copy of valid Value Added Tax Registration Certificate with relevant states		
7	Copy of Partnership Deed in case of Partnership Firm, Memorandum / Article of Association in case of Company & Power of Attorney.		
8	Details of work tendered for & in hand. (Also information to be given in Statement I)		
9	Similar type of work shall be evaluated as follows:- a) Both the members should have completed in single contract each a value of work which should be at least Rs.180 lakh. The combined such value should not be less than Rs.360 lakh. b) In case of three contracts, two contracts of lead member would be considered were in the lead member should have completed two works of combined value Rs.300 lakh & other member should have completed one work of at least Rs.100 lakh. c) The experience of above work in point No 6. Should have been in State Govt/Central /PSU/ULB during last five years.		
10	Statement showing Average annual turnover for last five financial years (2010-11,2011-12,2012-13,2013-14,2014-15) will be evaluated by multiplying the average annual turnover of each partner with their respective shares in the JV/ Consortium proposed. (Information to be given in statement II- A)		
11	Copy of Affidavit past contractual performance shall be submitted (ANNEXURE – I)		

Important Note:

- 1.1) The Envelope no. 2 will be opened only after ascertain the technical eligibility confirmed on the basis of documents submitted in Envelop No. 1.
- 1.2) All copies duly signed and scanned in connection with the tender.
- 1.3) Tenderer should not quote his offer any where directly or indirectly in Envelope No. 1.If the financial offer is found to be quoted in any document in Envelope no. 1, then his submitted tender will be rejected outright and his bid will not be considered for further evaluation.
- 1.4) Similar type of works: The similar type of work as stated in Sr.No.9 above shall cover Electrical / Shifting work of L.T. & H.T. line , underground cable and Substation work including commissioning .
- 1.5) Details of all similar types of works executed in the last five years. The certificate should be signed by the authority with for whom the contractor has executed the work and shall be submitted along with statement II
- 1.6) **The entire bid document along with all corrigendum and addendum issued from time to time and requisite enclosures Required shall be uploaded in the E-Tender portal of NMRCL by the authorized representative/signatory on behalf of the bidder with his digital signature. The bidder who fails to upload as mentioned aforesaid the entire document, his bid shall be treated as non-responsive and not considered for evaluation. Digitally signed tender document should be uploaded to the Envelope No. 1**
- 1.7) For road crossing of cable trench is not permitted, only Horizontal bore is permitted at required depth.
- 1.8) Every statement shall be given index no. on top.



Annexure-IV

Form of Joint Bidding Agreement

(To be executed in India on a non judicial Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT (the "**Agreement**") is entered into on this the day of 20...

AMONGST

1. {.....}¹ and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....}¹⁹ and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) NAGPUR METRO RAIL CORPORATION LIMITED, represented by the and having its principal offices at (hereinafter referred to as the "**Employer**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its ITB No. dated(the "**ITB**") for _____ (hereinafter referred to as the "**Employer**").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium / JV and in accordance with the terms and conditions of the ITB document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the ITB document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

¹ The members of the JV/Consortium to fill in their name and the relevant law and the jurisdiction of incorporation.



1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the ITB.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the bidding process for the Project.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly.

3. Covenants of their Associates

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Contract Agreement with the Employer and for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium under the Contract Agreement;

(b) Party of the Second Part shall be {_____};

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Contract Agreement.

6. Participation in the Consortium / JV

6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium / JV shall be as follows:

First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:



- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Employer to the Bidder, as the case may be.



9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.



Form of Legal Capacity / Power of Attorney
(Refer ITB20.2)

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the ITB document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*



Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed by the ***** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meetings and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2014.

Signature of the Authorized Representative:

Initial of the Authorized Representative:

Signed before me and the signature is attested

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)



Notes:-

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by bidder/members of the Consortium from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



Power of Attorney for Lead Member of Consortium

Whereas the ***** (“the Employer”) has invited applications from interested parties for the ***** Project (the “Project”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Instruction to Bidders (ITB) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Employer in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof for all obligations and liabilities relating to the Project and in accordance with the terms of the Contract Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Accepted:
Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



Tender Index

The Bidder shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in Bid Documents to all the individual sections within Technical Package and Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Bid submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

