

Tender No. N1TR03/2016

Name of the work: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 25KV FLEXIBLE OHE AND SECTIONING POSTS FOR NAGPUR METRO RAIL PROJECT.

Corrigendum –VI

Date: 19.11.2016

Tender No.(As Uploaded in the e-tender portal) 52

Event	Date as per corrigendum-V of Bid Document	Revised Dates
Last Date of Submission of bids.	Till 16:00 hrs, dt.25.11.2016	Till 16:00 hrs, dt.06.12.2016
Date of Opening of Bids.	At 16:30 hrs, dt.25.11.2016	At 16:30 hrs, dt.06.12.2016



General Manager
(Procurement)
NMRCL, Nagpur



Addendum

SN	Part No.	Section	Clause ref.	As Existing	As Proposed to be read as																																																																																																																																																																																																																																																																																																																																																																																																																
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Part 1	IV A, Pricing Document; APPENDIX J: ADJ (ADDITIONAL / UNIT PRICES) and Corrigendum 3; Part B; Item 37	Appendix J; Item No. 76	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="499 1339 715 1417">Item No.</th> <th data-bbox="499 1160 715 1339">Description</th> <th data-bbox="499 1070 715 1160">Unit</th> <th data-bbox="499 1014 715 1070">Qty.</th> <th data-bbox="499 902 715 1014">Unit</th> <th data-bbox="499 846 715 902">Rate</th> <th data-bbox="499 779 715 846">FC</th> <th data-bbox="499 723 715 779">INR</th> </tr> </thead> <tbody> <tr> <td data-bbox="719 1339 751 1417">76</td> <td data-bbox="719 1160 826 1339">CENTRIX for 132 KV UG Cable Fault Location System</td> <td data-bbox="719 1070 751 1160">No.</td> <td data-bbox="719 1014 751 1070">1</td> <td data-bbox="719 902 751 1014">No.</td> <td data-bbox="719 902 751 1014">INR</td> <td data-bbox="719 902 751 1014">FC</td> <td data-bbox="719 902 751 1014">INR</td> </tr> <tr> <td 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8. Form of Joint Bidding Agreement

(JV/ Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM / JOINT VENTURE AGREEMENT BETWEEN

M/S....., M/S.....,

M/S..... AND M/S.....

FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day of Two thousand Twelve between

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

(The Bidding JV/consortium should list the name, address of its registered office and other details of all the JV/consortium Members)

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the '.....' ("Works") for Nagpur Metro Rail Project to be awarded by Nagpur Metro Rail Corporation Limited (hereinafter referred as "NMRCL" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS NMRCL desired to engage a contractor for [name of the Works] for Nagpur Metro Rail Project.

AND WHEREAS the Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to [Insert the name of purchaser of Bidding Document].

AND WHEREAS Para BDS ITB 4.7 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable JV/Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the JV/Consortium as the Successful Bidder by the Company, we the Members of the JV/Consortium and Parties to the JV/Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the JV/Consortium to be filled in here) to do on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with NMRCL or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with NMRCL and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations under the Contract with NMRCL. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under [clause 3](#) above by any of the Consortium Members, the Lead Member shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of _____.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the Consortium.
8. It is hereby agreed that in case of selection of bidding consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the Consortium, as stipulated in the Bidding Documents.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to

the contrary by the Company.

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:
.....
.....
12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
14. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Bidding Documents] / [the Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the Consortium in such proportion as may be agreed to between us]
15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.
16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.
17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;

(c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)
presence pursuant to the M/s.....
Board of Director's resolution
dated

.....
(Signature) (Signature of authorized
representative)
Name:
Designation:.....
Place:
Date:

Name:
Designation:

Witness:

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 2)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....
(Signature) (Signature of authorized
representative)
Name:
Designation:

Name:
Designation:

Place:
Date:

WITNESS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date:

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 3)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)
Name:
Designation:

WITNESS

1.
(Signature)
Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

8. Form of Joint Bidding Agreement *(JV/ Consortium Agreement)*

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM / JOINT VENTURE AGREEMENT BETWEEN
M/S....., M/S.....
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day of Two thousand Twelve between

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

(The Bidding JV/consortium should list the name, address of its registered office and other details of all the JV/consortium Members)

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the '.....' ("Works") for Nagpur Metro Rail Project to be awarded by Nagpur Metro Rail Corporation Limited (hereinafter referred as "NMRCL" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS NMRCL desired to engage a contractor for [name of the Works] for Nagpur Metro Rail Project.

AND WHEREAS the JV/Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to [Insert the name of purchaser of Bidding Document].

AND WHEREAS Para BDS ITB 4.7 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable JV/Consortium

Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the JV/Consortium as the Successful Bidder by the Company, we the Members of the JV/Consortium and Parties to the JV/Consortium Agreement do hereby unequivocally agree that M/s.....
(Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the JV/Consortium to be filled in here) to do on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with NMRCL or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with NMRCL and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium and receive instructions and ensure its compliance for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried as under;:-
 - (a) Exclusively through the Lead Member. (If the successful bidders are under JV agreement)
 - (b) To each member of Consortium with a covering letter of Lead member of Consortium specifying the payable amount , bank details & detail of part of the work done (If the successful bidders are under Consortium Agreement)

In both the cases above all the JV/Consortium members are not exempted from their legal & contractual obligation collectively with NMRCL. All the members are jointly & severally liable to complete the entire legal & contractual obligation with NMRCL and none of the member shall deny to complete the balance work in case of default of any member of JV/Consortium

3. The Lead Member shall be liable and responsible for co-ordinating and ensuring the individual and collective commitment of each of the Members of the JV/Consortium in discharging all their respective obligations under the Contract with NMRCL. Each JV/Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement. However in case of default of any member the entire JV/Consortium member shall be jointly & severally liable
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the JV/Consortium Members, all the members shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the JV/Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents JV/Consortium

6. This JV/Consortium Agreement shall be construed and interpreted in accordance with the Laws of India.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the JV/Consortium.
8. It is hereby agreed that in case of selection of bidding JV/Consortium as the Successful Bidder, the Parties to this JV/Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the JV/Consortium, as stipulated in the Bidding Documents.

Or

The Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the JV/Consortium in such proportion as may be agreed to between us.

9. It is further expressly agreed that the JV/Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the JV/Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows: (Responsibility along with the value of work shall be pre-defined & Annexed as Annexure-A)

.....
.....
.....
.....
.....

12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Awarded Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure the performance under the Contract and if one or more JV/Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the JV/Consortium Members and penal action shall be taken against all members of JV/Consortium as per provision of Contract Agreement

14. It is agreed by all the Members that there shall be separate Bank Account (distinct from the

bank accounts of the individual Members) in the name of JV, to which the individual Members shall contribute their share capital and /or working capital and the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone. *(Applicable in case Joint Venture)*

Or

It is agreed by all the Members that the payment shall be received from the Employer (NMRCL) to Bank Account of each member in proportion to their executed work. Such payment shall be forwarded to Employer (NMRCL) with a covering letter & recommendation of Lead member of Consortium specifying the payable amount, Bank Account & detail of the part of the work done etc. (Applicable in case of Consortium Agreement)

15. It is hereby expressly agreed between the Parties to this JV/Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of NMRCL.
16. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This JV/Consortium Agreement

- (d) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (e) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the JV/Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (f) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of NMRCL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)
presence pursuant to the M/s.....
Board of Director's resolution
dated

.....
(Signature) (Signature of authorized
representative)

Name:
Designation:.....
Place:
Date:

Name:
Designation:

Witness:

1.
(Signature)
Name

- Designation.....

2.
(Signature)
Name

- Designation.....

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's
resolution dated

For and on behalf of
Consortium Member (Party 2)
M/s.....

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)
Name:
Designation:

WITNESS

1.
(Signature)
Name

- Designation.....

2.
(Signature)
Name

- Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date:

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 3)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)

Name:
Designation:

WITNESS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date: