

**AMENDMENT FOR CONSTRUCTION OF REGULAR PLATFORM & OFFICE BUILDING IN KAMARAJAR PORT LTD**

<b>Sl. No</b>	<b>Clause No.</b>	<b>Existing provision</b>	<b>Amended provision</b>
1.	NIT; Clause No.1.5  Pg. No.4  Clause 4.3 of Section 1  Pg. No.12	<p><b>“Similar Completed Work”</b> means having experience in construction of Concrete road work /Container yard work in Port Sector / Central or State Government / Central or State PSUs / SPV Company of PPP Project mode or Concrete pavement work in Airport.</p>	<p><b>“Similar Completed Work”</b> means having experience in construction of Concrete road work/Concrete Pavement work/ <b>Major Bridge Work</b> in Port Sector / Central or State Government / Central or State PSUs / SPV Company of PPP Project mode.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>i. Concrete Road means road project with crust / layer as a concrete.</li> <li>ii. Concrete Pavement means infrastructure project with crust layer as concrete.</li> <li>iii. Major Bridge means major bridge with the span of more than 60m and allied works.</li> </ul>
2.	Section 5,  Part-II  Clause 3.0 (i)  Pg. No.93	<p><b>Fine Aggregate:</b> Aggregate most of which passes through 4.75mm IS sieve is known as fine aggregate. Fine aggregate shall consist of natural river sand conforming to IS: 383..... either zone I or zone II of the IS 383, table 4.</p>	<p><b>Fine Aggregate:</b> Aggregate most of which passes through 4.75mm IS sieve is known as fine aggregate. <b>Fine aggregates shall consist of natural river sand / M sand confirming to IS: 383.....</b> either zone I or zone II of the IS 383, table 4.</p> <p><b>Note:</b> in this tender, the contractor to use river sand / M sand confirming specification as per relevant IS code &amp; with the approval of Engineer in charge for all works. Payment shall be made as per respective BoQ items.</p>

Sl. No	Clause No.	Existing provision	Amended provision
3.	Volume II, Bill No.2, BOQ Sl.No. 8, Page 22  &  BoQ Uploaded in E portal	Providing and laying <b>M35 grade concrete</b> for <b>R.C.C Columns above ground level</b> for office room and toilets, all as per relevant specifications drawings and as directed including shuttering, scaffolding, mixing, transporting placing, vibrating, curing etc., finishing the exposed concrete surfaces with cement mortar 1:3 (1 cement : 3 fine river sand) 6 to 10 mm thick including all materials labour, tools, equipment, machinery, fuel etc., complete.  <b>Note:</b> Steel reinforcement shall be measured and paid separately under relevant item of this schedule.  Quantity – 2 Sq. m	The unit shall be read as Cubic Meter “Cu M” as against the SqM mentioned in the E portal BoQ. The tenderer shall quote the rate accordingly, while taking measurement and for making payment “Cu M” only considered.
4.	Volume II, Bill No.1, BOQ Sl.No.4 ( a&b), Page 9  &  BoQ Uploaded in E portal	<b>Earth work excavation in ordinary soil, sand, clay mixed with roots, boulders</b> weighing individually less than 250 Kg, debris, rubbish etc., as existing ..... drawings and as directed, depositing the excavated earth within a lead of 50 m for transportation / refilling including shoring, strutting, dewatering, if required, including all labour, tools, tackles, equipments, fuel etc., complete.  a. Up to 1.5m depth 49600 Cu.M b. Beyond 1.5m depth 1000 Cu.M	<b>Modified as below:</b> <b>Earth work excavation in ordinary soil, sand, clay mixed with roots, boulders</b> weighing individually less than 250 Kg, debris, rubbish etc., as existing ..... drawings and as directed, depositing the excavated earth within a <b>lead of 1 Km for</b> transportation / refilling including shoring, strutting, dewatering, if required, including all labour, tools, tackles, equipments, fuel etc., complete.  a. Up to 1.5m depth 49600 Cu.M b. Beyond 1.5m depth 1000 Cu.M

<b>Sl. No</b>	<b>Clause No.</b>	<b>Existing provision</b>	<b>Amended provision</b>
5.	Volume II, Bill No.1, BOQ Sl.No. 13, Page No. 12  And E Portal BOQ	Providing and placing heavy duty cement concrete paving blocks of nominal size 200mmx110mmx100mm,using M50 concrete Grade including river sand filling 50mm thick, all as per drawing and as per relevant IS code and relevant specifications including all labour, materials, tools, equipment, fuel and all sampling, testing , etc complete	<b>Modified as below:</b> Providing and placing heavy duty cement concrete paving blocks of nominal size <b>200mmx100mmx100mm</b> ,using M50 concrete Grade including river sand filling 50mm thick, all as per drawing and as per relevant IS code and relevant specifications including all labour, materials, tools, equipment, fuel and all sampling, testing , etc complete
	Volume II, Bill No.1, BOQ Sl.No. 13b, Page No.13	Supplying and laying Heavy duty PCC paver block, M50 grade of nominal size 200X110X100 mm thick all as per drawing and relevant specifications including all labour, materials, tools, equipment, fuel, etc complete	<b>Modified as below:</b> Supplying and laying Heavy duty PCC paver block, M50 grade of nominal size <b>200X100X100 mm</b> thick all as per drawing and relevant specifications including all labour, materials, tools, equipment, fuel, etc complete.
6.	Section 1, Clause 5.2 Pg. No.14	<b>Joint Venture.</b> – No joint Venture allowed in this contract.	Joint Venture is allowed for this tender. The conditions for participation of JV are enclosed as Annexure-1 to Amendment No.1

**Note:**

The amendment mentioned above shall be applicable wherever mentioned in the entire tender document of Volume I & II and E Portal BoQ. Other than this, all other terms and conditions shall remain unaltered except the Pre-bid clarifications issued along with this Amendment.

Tender No. KPL/PPD/RPHY/2017

**TENDER FOR CONSTRUCTION OF REGULAR PLATFORM & OFFICE BUILDING IN KAMARAJAR PORT LTD - JOINT VENTURE BIDDING DETAILS –  
REG.**

**5.2 Joint Venture**

Two or more bidders may form a “Joint Venture” among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of “Joint Venture” company. If the offer is made in the name of “Joint Venture” the details and composition shall be clearly spelt out in the Technical bid. If a joint venture firm is pre-qualified, the responsibility for execution of works and maintenance during DLP shall be in accordance with the Joint Venture agreement and no deviation from the terms of the JV agreement will be permitted without prior approval of the Engineer. Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements:

- a) Companies/contractors may jointly undertake the contract. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of Lead member to be indicated by the bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.
- b) the tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners;
- c) one of the partners shall be nominated as being in charge(lead partner); and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- d) the partner in charge (lead partner)shall be authorized to incur liabilities and receive instructions for and on behalf of any or all of the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
- e) all partners of a joint venture shall be jointly and severally liable for execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Tender Form and the Form of Agreement (in case of a successful tender); and
- f) A certified copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

Accordingly, the JV shall upload the following documents along with Cover I (Technical Bid)

- i) Bid Submission Letter (On letter head of the bidding firm/JV lead member) (**Form-1**)
- ii) Letter of Participation from each member of Joint Venture (On letter head of each member of JV) (**Form-2**)
- iii) Power of Attorney for Authorized Signatory of the firm or JV / Consortium members (**Form-3**)
- iv) Power of Attorney to Lead member of Consortium / Joint Venture (**Form-4**)
- v) Average annual financial turnover of the firm the during the last three (3) years ending 31.03.2017 along with audited balance sheets/profit & loss account (**Form-5**).
- vi) Experience on similar works executed during the last seven (7) years; and details like monetary value, clients, proof of satisfactory completion (**Form-6**).
- vii) Memorandum of Understanding (MOU), in case of Joint Venture (JV)(**Form-7**). The scanned copy of MOU to be uploaded.
- viii) Joint Venture Agreement (**Form-8**). In case, the bidder already in JV, the scanned copy to be uploaded.
- ix) Form of Contract Agreement (**Form-9**).

**FORM 1**

**FORMAT OF BID SUBMISSION LETTER**

**(On letter head of the bidding firm/JV lead member)**

Reference No.

Date:

From:

.....

.....

To:

**The General Manager (Operations),**

Kamarajar Port Limited, Vallur (PO)

Chennai-600 120

**Tamil Nadu**

Dear Sir,

**Subject: Submission of Tender for “Construction of Regular platform at holding yard-II alongside of railway siding including office building in Kamarajar Port Ltd”.**

**Reference: Tender No: KPL/PPD/RPHY/2017.**

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- 1) Having examined the completeness of bid documents including Invitation of Bid, Instruction to bidders, Conditions of contract, Technical specifications, Bill of Quantities, Drawings, Forms including Amendment, addendum and

Annexure for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said Bid document being awarded to us.

- 2) I/We undertake, if our bid is accepted, to:
  - i) Furnish Performance Guarantee within 21 (Twenty one) days of receipt of the Letter of Acceptance/Work order.
  - ii) Enter into Contract Agreement within 21 (Twenty one) days of receipt of the Letter of Acceptance/Work order. Form of contract agreement is as per Form 9).
- 3) Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the conditions of contract.
- 4) I/We .....(Name of the Bidding Firm).....on behalf of .....(name of Joint Venture firms, if applicable) ..... submit herewith our bid through e-procurement portal for selection of our firm/organization as contractor for the above mentioned contract. The submission comprises, **separately of :**
  - i) Technical Bid&
  - ii) Financial Bid
- 5) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- 6) We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the tender documents.
- 7) Our Bid is valid for the period of hundred twenty (120) days from the date of submission deadline fixed for the tender and will be binding on us.

- 8) We have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of contract performance security, even if LOA has been issued.
  
- 9) *I/We* understand that, the Kamarajar Port Limited is not bound to accept any bid that the Kamarajar Port Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of firm/Lead member

(Seal)

Address: .....

.....

.....

Enclosures: **Forms 2 to 9.**



**FORM 2**

**FORMAT FOR LETTER OF PARTICIPATION FROM EACH MEMBER OF JOINT VENTURE**

**(On letter head of EACH member of JV)**

Reference No.

Date:

From:

.....

.....

To:

**The General Manager (CS & BD),**

KamarajarPort Limited,

P.T.LeeChengalvarayaNaickerMaaligai (First Floor),

23, Rajajisalai

Chennai – 600001.

**Tamil Nadu**

Dear Sir,

**Subject: Submission of Tender for “Construction of Regular platform at holding yard-II alongside of railway siding including office building in Kamarajar Port Ltd”.**

**Reference: Tender No: KPL/PPD/RPHY/2017.**

\*\*\*

*(Members who are not the lead member of the group should add the following paragraph)\*.*

We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture/Consortium with ..... *(Insert names of all other members of the group)* ..... for the purposes associated with tender Notice No.....dated.....

‘The group is led by (M/s.....member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of submission of Bid for the Contract for Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port Ltd and authorize him to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture or constituents of the consortium.’

*(Member(s) being the lead member of the group should add the following paragraph)\**

‘In this group we act as leader and, for the purposes of applying for qualification, represent the group.’

*(Common to all Members)*

In the event of our group being awarded the WORKS CONTRACT, we agree to be jointly with ..... *(names of other members of our group)*..... and severally liable to the Kamarajar Port Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Kamarajar Port Limited and our group.

\*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature) .....

(Name of Authorized Signatory).....

(Capacity of Signatory).....

Seal

\*Delete as applicable

**FORM 3**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM OR JV/CONSORTIUM MEMBERS**

**POWER OF ATTORNEY\***

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

Know all men by these presents, we ..... (name of firm/ member of the consortium/JV with address of the registered office) ..... do hereby constitute, appoint and authorize Mr./Ms. ....(name and residential address ..... who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **“Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port Ltd”** including signing and submission of all documents and providing information/responses to General Manager(Operations), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ..... day of ..... 2017.

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

*\*Notes:*

- i. To be executed by all the partners individually, in case of a Consortium/ Joint Venture.*
- ii. 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.*

**FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM/JOINT VENTURE**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

**POWER OF ATTORNEY\***

Whereas Kamarajar Port limited has invited bid from Applicants for “Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port Ltd”

Whereas, the members of the Consortium/Joint Venture comprising of M/s. ...., M/s. ...., and M/s. .... (*.....The respective names and addresses of the registered office to be given*) are

interested in submission of bids for the Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port Ltd in accordance with the terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the consortium/JV to designate one of them as the Lead Member, with all necessary power and authority to do, for and on behalf of the consortium/JV, all acts, deeds and things as may be necessary in connection with the consortium's bid for the project, as may be necessary in connection the consortium's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. ...., hereby designate M/s. ...., being one of the members of the consortium/JV, as **the lead member** of the consortium/JV, to do on behalf of the consortium, all or any of the acts, deeds or things necessary or incidental to the consortium's bid for the Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the consortium in all its dealings with the KPL or any other Government Agency or any person, in connection with the contract assignment until culmination of the process of bidding till the contract agreement is entered into with the Kamarajar Port Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/consortium.

Dated this the ..... Day of ..... 2017.

.....

(Signature)

.....

(Name in Block letters of Executant)

Seal of Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

**\*Notes:**

- i.** *To be executed by all the members of the consortium/JV except the lead member.*
- ii.** *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.*

**FORM 5**

**Firm's Financial Data:** Amounts in Rupees

Sl. No.	Particulars	Individual Firm	In case, JV Partners			Total
			Lead Member	JV Member 1	JV Member 2	
	Turnover					

1	2014-15					
2	2015-16					
3	2016-17					
	Average of 3 years					

**Note:**

- i. Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three-year as required in eligibility criteria **Clause 4 of Section 1**. The copy of document should be duly notarized, subject to production of the originals when demanded.
- ii. In case of JV, each member of consortium/JV members should submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year.

DATE:

TENDERER'S SIGNATURE WITH STAMP

**FORM 6**

**WORKS EXECUTED DURING LAST SEVEN (7) YEARS**

Please provide information only for the construction of similar work projects for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/JV.



**Contractor's Experience in construction of similar work projects only:**

Sl. No	Project Name	Project Value	Applicant's share		Contract Period		
			Amount	%	Date of commencement	Date of Actual completion	Date of scheduled completion
<b>Individual Firm:</b>							
1.							
2.							
3.							
<b>In case of JV/Consortium's</b>							
A. Lead Member							
1.							
2.							
3.							

B. JV Member 1:							
1.							
2.							
3.							
C. JV Member 2:							
1.							
2.							
3.							

Note:

- i. Copy of the document proof for the completed works(the best illustrated above) issued by the employer/competent authority to the bidder/members of consortium/JV should be enclosed as required in eligibility criteria **clause 4 of Section 1**.The copy of document should be duly notarized, subject to production of the originals when demanded.
- ii. Separate sheet for each completed works should be attached by the bidder/members of consortium/JV.

DATE:

TENDERER'S SIGNATURE WITH STAMP

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU<sup>1</sup>)**

**For**

**JOINT VENTURE PARTICIPATION**

**BETWEEN MEMBERS OF JV**

*( To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act)*

M/s ..... having its registered office at ..... (hereinafter referred to as.....) acting as the Lead Partner of the first part,

And M/s .....having its registered office at ..... (hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

The expressions of ..... and ..... shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “ the Parties” and individually as “ the Party”

**WHEREAS:**

Kamarajar Port Limited (KPL) [hereinafter referred to as “Employer”] has invited bids for the works contract of “Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port”.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - i) Notice for Bid, and

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<sup>1</sup>In case of existing joint venture, the certified copy of JV Agreement to be furnished.

- ii) Bidding documents
- iii) Any Addendum/Corrigendum issued by Employer
- iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The `Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly.

3 M/s .....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate ..... as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However M/s ..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

4. The `Parties' have resolved that the distribution of share and responsibilities is as under

(a) Lead Partner share .....%

Responsibilities

- (i).....
- (ii).....
- (iii).....

(b)Joint Venture Partner 1 share .....%

Responsibilities

- (i).....
- (ii).....
- (iii).....

(c)Joint Venture Partner 2 share .....%

Responsibilities

- (i).....

(ii).....

(iii).....

**5. JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Contract except with prior written consent of the other party.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of contract to quality requirements within permitted cost and time.

**8. GUARANTEES AND BONDS**

Till the award of the work, the lead partner shall furnish bid bond and all other bonds/guarantees to the Employer on behalf of the Joint Venture which shall be legally binding on tall the partners of the Joint Venture.

**9. BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

**10. INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

**12. DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**13. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Chennai.

**14. VALIDITY**

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

15. This MOU is drawn in ..... number of copies with equal legal strength and status. One copy is held by M/s ..... and the other by M/s. ....M/s ..... and a copy submitted with the bid.

16. This MOU shall be construed under the laws of India.

**17. NOTICES**

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

Other Partner

.....

.....

.....

(Name & Address)

.....

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

*( To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act)*

A. Condition and Terms of JV Agreement

- 1) Definitions and Interpretation
- 2) Joint Venture – Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract
- 3) Proposal Submission
- 4) Performance – To indicate scope of responsibility of each member
- 5) Language and Law
- 6) Exclusively
- 7) Executive Authority
- 8) Documents
- 9) Personnel
- 10) Assignment and Third Parties
- 11) Severability
- 12) Member in Default
- 13) Duration of the Agreement
- 14) Liability and sharing of risks
- 15) Insurance
- 16) Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
- 17) Financial Administration and Accounting
- 18) Guarantees and Bonds
- 19) Arbitration
- 20) Sole Agreement and Variation

**B. SCHEDULES**

- 1) Project and Agreement particulars
- 2) Financial Administration services
- 3) Allocation of the obligations
- 4) Financial policy and remuneration



**FORM OF AGREEMENT**

(Subject to modifications as required by the EMPLOYER)

**Contract Agreement No.....dated**

THIS AGREEMENT made and entered into this.....day of .....

Two thousand seventeen only between ..... having its registered office at ..... hereinafter referred to as the “EMPLOYER” (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assign) of the ONE PART.

**AND**

M/s.....(Name of the firm/Lead Partner, in case of JV ) having its registered office/principal place of business at ..... in the state of ..... hereinafter referred to as the “CONTRACTOR” (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) the OTHER PART.

WHEREAS, the EMPLOYER invited tender for the Construction of Regular Platform at Holding yard II along side of Railway siding including office building in Kamarajar Port.

**AND**

WHEREAS, the CONTRACTOR submitted tender to the EMPLOYER for execution of the work in accordance with the tender documents.

**AND**

WHEREAS, the EMPLOYER has accepted the tender submitted by the CONTRACTOR for the construction, completion and maintenance of such works.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
  
2. The following documents issued for the work shall be deemed to form and be read and construed as part of this agreement viz.
  - a) Notice Inviting Tenders.
  
  - b) Instructions to Bidders.
  
  - c) Forms of Bid, Qualification, information and Letter of Acceptance
  
  - d) Contract Data and General Description of work & other condition
  
  - e) General and Special Conditions of contract.
  
  - f) Specification of Materials and works.
  
  - g) Schedule drawings
  
  - h) Forms of securities and other formats

- i) Price bid (Bill of Quantities)
- j) Time Schedule
- k) Correspondence after receipt of tender till acceptance
- l) Letter of Acceptance.

3. In consideration of the payments to be made by the EMPLOYER to the CONTRACTOR as herein after mentioned the CONTRACTOR hereby covenants with the EMPLOYER to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

4. The EMPLOYER hereby covenants to pay the contractor in consideration of the construction completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

Signed, sealed and delivered by the ..... in the presence of

Dated Signature of Contractor  
 in the capacity of  
 on behalf of

For and on behalf of EMPLOYER.

Dated Signature of EMPLOYER,  
 Designation.

Witness

- 1.
- 2.

Witness

- 1.
- 2.