



**MAHARASHTRA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

**INVITATION OF EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF CIVIL CONTRACTORS**

FOR

**REBUILDING OF OLD ROAD OVER BRIDGES /
CONSTRUCTION OF NEW ROAD OVER BRIDGES
(SPECIALIZED IN CONSTRUCTION
OF CABLE STAYED BRIDGES / OTHER SUITABLE
ICONIC STRUCTURES)**

**EOI No. MRIDC/ EoI/ Civil Contractor/Cable Stayed Bridges/ 2020/06
(SUPPLEMENT TO MRIDC'S INVITATION OF EOI PUBLISHED ON 24.01.2020)**

June 2020

Issued by:

Maharashtra Rail Infrastructure Development Corporation Limited

(A Joint Venture of Govt. of Maharashtra and Ministry of Railways)

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EMPANELMENT OF CIVIL CONTRACTORS FOR REBUILDING OF OLD ROAD OVER BRIDGES / CONSTRUCTION OF NEW ROAD OVER BRIDGES (SPECIALIZED IN CONSTRUCTION OF CABLE STAYED BRIDGES / OTHER SUITABLE ICONIC STRUCTURES)

Maharashtra Rail Infrastructure Development Corporation Limited (MRIDC), is a joint venture of Govt. of Maharashtra and Ministry of Railways for implementation of various Railway Projects in the territory of Maharashtra.

The aim of the company is to provide a boost to the Rail Infrastructure projects in and around Maharashtra State. There are several projects like new Railway Lines, Gauge conversion and doubling, waiting for implementation. The aim of the company is to take a leap forward in implementing railway related infra projects.

Besides, MRIDC has been entrusted the responsibility of construction of Road over bridges in the entire Maharashtra State. It has also been entrusted for rebuilding of old Road Over Bridges in Mumbai Suburban area with best possible architectural finish and with least disturbance to suburban road and rail traffic.

MRIDC is aiming to complete this task in shortest possible time for rebuilding of Road Over Bridges in Mumbai area with best possible solutions. MRIDC is intended to shortlist and approve the experience and renowned Civil Contractors for rebuilding of existing Road Over Bridges as well as construction of new Road Over Bridges (Cable Stayed Bridge / Other suitable iconic structures) in thickly populated Mumbai Suburban areas.

Accordingly, MRIDC had earlier invited applications for empanelment of Civil Contractors / Agencies / Firms for rebuilding of existing Road Over Bridges as well as construction of new Road Over Bridges (Cable Stayed Bridge / Other suitable iconic structures), for which last date of submission was 30.05.2020 and few Applications were received.

Applications for Empanelment of Civil Contractors for rebuilding of existing Road Over Bridges as well as construction of new Road Over Bridges (Cable Stayed Bridge / Other suitable iconic structures) are invited again with revised eligibility criteria.

Interested Eligible Contractors / Firms / companies may visit our website www.maharail.com for the required Details / Information / Documents to be submitted to the Corporate Office of MRIDC or at tender@maharail.com & dgmtender@maharail.com for the above-mentioned empanelment.

Any corrigendum to this notice can be seen on our official website www.maharail.com.

This Invitation of EOI is supplement to MRIDC's Invitation of EOI published on 24.01.2020 for the subject Empanelment. Applicants who had submitted their application in earlier invitation for subject Empanelment need not submit their application again. However, if desired they can submit additional documents in support of their eligibility.

Last date for receipt of Application / Document in the Corporate Office, Mumbai is **08.07.2020.**

MANAGING DIRECTOR
For and on behalf of
MRIDC, Mumbai

ELIGIBILITY CRITERIA

1. Scope:

It covers the eligibility criteria for evaluation of the capability and capacity of the firms for empanelment with MRIDC for **Rebuilding of Existing ROBs & Construction of Cable Stay Bridges / Other suitable iconic structures In Mumbai Suburban Area.**

Detailed Scope of work:

- (i) Visit to the site for assessing the site difficulties and possible solutions,
- (ii) Detailed study of the design & drawings provided by the MRIDC,
- (iii) Detailed planning & scheduling of the entire project,
- (iv) Detailed study of the tender document,
- (v) Demarcation of Bridge alignment by total station,
- (vi) Submission of construction methodology in phases for the proposed Work,
- (vii) Submission of QAQC plans,
- (viii) Submission of safety plans,
- (ix) Discussion with the designers appointed by MRIDC for evolving scheme of construction,
- (x) Submission of PERT chart with milestone fixed for activities before commencing work.
- (xi) Attending visits of Railway officials, BMC officials,
- (xii) Construction of Cable stay bridges (Deck slab will be rest on Steel / PSC Girders Cable stayed bridge as per GAD), Other suitable iconic structures,
- (xiii) Roadwork along with the construction of railing and footpath,
- (xiv) Preparation of Erection methodology / Launching Scheme for the bridge,
- (xv) Presentation to Railway, BMC / PWD, Concerned Authorities (if Required) at various stages,
- (xvi) Utility shifting as per the plans provided, if included in the BOQ
- (xvii) Submission and approval of Traffic diversion plans,
- (xviii) Providing all signs, signboards, blinkers, warning, and signals for traffic to the satisfaction of Traffic police,
- (xix) Submission of Traffic regulation plan if required will be arranged by the Contractor in consultation with Traffic Police.

Exclusions: -

- (i) Topographical survey,
- (ii) Structural Designing
- (iii) Detailed Geotechnical investigation,
- (iv) Engineering survey,
- (v) Traffic survey,
- (vi) Preparation of 3D drawings and animation,
- (vii) Approvals from statutory bodies. However, necessary technical inputs shall be provided, whenever demanded.

2. **Terms and condition for the empanelment of Agencies:**

The Firms / Agencies desirous of being registered with the organisation should submit their applications in the prescribed proforma furnishing full credentials and other required information (in Form No. 1 to 13A). Application for Empanelment received in any other form will be **summarily rejected** and will not be considered for registration.

The following terms and conditions will be applicable: -

- a. **Type of Applicant:** The Applicant / Agency / Firm / Contractor shall be a Proprietorship firm, Partnership firm, Limited/Public Limited Company or JV Firm, registered/incorporated under applicable Laws of India.

A Firm is not permitted to submit application for empanelment in more than one name i.e. a Firm applying in JV cannot apply individually.

Also, a partner of a firm or a Director of a Firm for which EoI is received cannot be a partner/director in any other Firm for which EoI is received by MRIDC for the instant empanelment.

- b. The applicant Agency / Firm / Contractor must have valid certificate of incorporation.
- c. The Applicant Agency / Firm / Contractor must have valid PAN and Service Tax & GST registration number.
- d. **NATURE OF OWNERSHIP**

(i) **In case of Proprietary firm/ Concern**

An affidavit declaring that his/ her concern is Proprietary concern and he/she is the Sole Proprietor of the concern or a certificate issued by Chartered Accountant/ Registrar of firms stating that his/ her concern/ firm is sole proprietary concern/ firm or any other document to establish that his/ her concern/ firm is sole proprietary firm/ concern.

(ii) **In case of Partnership Firm**

- A copy of current Partnership deed
- Copy of registration Certificate for the current partnership deed in the prescribed form issued by the registrar of firms for the charges in the construction of the partnership deed if any.
- Original Special Power of Attorney (duly registered/ notarized as per prevailing law) by all partners of the partnership firm in favour of any Partner for signing the documents in connection with Empanelment, tender document, signing the agreement/ rider agreement(s), witness measurement books, signing the measurement book, correspondence, receiving payments, settlement, compromise, signing of no objection certificate and referring the disputes/ claims to Arbitration etc, on behalf of the Partnership firm, if said Partner is not authorized as per the partnership deed terms and conditions.
- Partnership deed should clearly indicate the share of interest of each individual partner in the partnership firm.

- In case the partnership firm claims the credentials of one of its partners for fulfilment of technical eligibility criteria, partnership deed should clearly indicate the share of interest of each individual partner in the partnership firm.
- In case of a partnership firm which submitted EoI claiming the credentials/ experience of a partner as a partner of another partnership firm(s)/ joint venture(s), either of the following document shall be submitted along with the EoI without fail.

The copies of those partnership/ joint venture deeds covering the period from the date of commencement to the date of completion of the work for which credential/ experience certificate is submitted, as the case may be mentioning the share of the partner/ firm should be submitted along the tender.

Or

The copies of the experience certificate issued to the partner/ partnership firm mentioning share of interest in that partner/ firm.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by that partner shall not be considered.

(iii) In case of Limited Company

- Copy of Memorandum of Association and articles of Association of the company.
- Copy of incorporation certificate of the company
- Copy of certificate issued by Registrar of Companies in regard of change of name, if any.
- Copy of Power of Attorney/ Special Power of Attorney (duly registered as per prevailing law) in favour of authorized person of the company for signing the document on behalf of the company in original and Board of directors resolution of the company duly certified by company Secretary/ Auditor/ Competent Authority in regard to authorization given to Director/ Managing Director etc to issue Power of Attorney on behalf of the company.
- Copy of complete documents establishing the Merger/ Demerger/ Conversion/ taking over/ acquisition/ sale etc with a Limited company/ Partnership firm/ Proprietor etc together with the documents establishing the transfer of assets/ liabilities/ credentials to the transferee company from the transferor company if applicable.
- In case, the limited company which submitted EoI, claims the credentials/ experience as a partner/ member of another joint venture(s)/ limited company, either of the following documents shall be submitted along with the EoI without fail. The copies of those partnership/ joint venture(s) deeds covering the period from the date of commencement to the date of completion of the work for which credential/experience certificate is submitted, as the case may be, mentioning the share of the limited company should be submitted along with EoI.

Or

The copies of the experience certificated issued to the limited company mentioning the share of interest in that partnership/ joint venture(s) deeds.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by the limited company shall not be considered.

(iv) In case of Joint Venture Firms

- Copy of Memorandum of understanding of joint venture firm (Joint venture agreement) as per the format in **Annexure –IV** on a non – judicial stamp paper of appropriate value as per the stamp duty act.

- In case of partnership firm as partner of JV, then the consent of all partners of the partnership firm to enter into the joint venture agreement on a stamp paper of an appropriate value in original. In case of limited companies, copy of Board of Directors resolution of the company duly certified by company Secretary/ Auditor/ Competent Authority consenting agreeing for entering into joint venture agreement.
- Power of Attorney (duly registered/ notarized as per prevailing law) in favour of any Partner/ partnership firm (partner of JV) or authorized signatory in case of limited company (partner of JV) for signing the documents in connection with Empanelment, tender document, signing the agreement/ rider agreement(s), witness measurement books, signing the measurement book, correspondence, receiving payments, settlement, compromise, signing of no objection certificate, if empanelled and any contract is awarded and referring the disputes/ claims to Arbitration etc, on behalf of the joint venture, if the same is not covered by the JV agreement terms and conditions.
- In case of members belonging to sole proprietary concern/ firm partnership firms/ limited companies, additional documents, as applicable for those entities and as indicated in this document, should also be furnished.

In case, a JV firm which submitted EoI, claims the credentials/ experience of any member of the JV as a partner/ member of another Partnership firm(s)/ joint venture(s) / limited company, either of the following document shall be submitted along with the EoI without fail.

Copies of those partnership/ joint venture(s) deeds covering the period from the date of commencement to the date of completion of the work for which credential/ experience certificate is submitted, as the case may be, mentioning the share of the said member in the JV/ Partnership should be submitted along with EoI.

Or

The copies of the experience certificate issued for the said member, the JV firm mentioning the share of interest in that partnership/ joint venture(s) deeds.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by the limited company shall not be considered.

- (v) In case of HUF/ Society or any other type organization/ firm, documents in support of registration, formation, working instructions of the organization and POA (power of attorney) in favour of authorized signatory etc., has to be submitted along with the EoI.
- (vi) Any other document considered necessary for evaluation of the offer.
- (vii) The decision of MRIDC regarding corrections/suitability of the certificates is final and the Applicant shall not have any claim whatsoever in this regard.

e. Partnership firm: Instructions for submitting response by partnership firms

- (i) The Partnership Firms submitting their EoI should be legally valid under the provisions of Indian Partnership Act. The partnership Firm should submit the documents as applicable and as stated in this document without fail.
- (ii) The partnership firm should have been in existence or should have been formed prior to submission of EoI. Partnership firm should have been registered with the competent registrar of the firms as per Indian Partnership Act prior to the last date of submission of EoI. Any change in the formation/character of the firm subsequent to the submission of EoI shall normally not be considered by MRIDC. If any partner/s withdraw from the firm after submission of EoI and the remaining partners do not meet the eligibility criteria or

qualifying requirements, the EoI / Empanelment / Contract, if awarded any, shall be rejected and it shall be treated as resiling from the EoI / Empanelment / Contract and Refundable security deposit or EMD/Performance Guarantee/Security deposit, submitted if any, shall be forfeited. Addition of any new partner to the firm after submission of EoI shall not qualify for eligibility either individually or in proportion to his share in the firm.

- (iii) After submission of EoI, the partnership firm, constitution of the partnership firm shall not be modified/alterd during the validity of empanelment and currency of contract including defect liability period if any.
- (iv) Separate identity/name should be given to the partnership firm. The valid constituents of the firm shall be called partners.
- (v) A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same Empanelment process.
- (vi) The EoI for Empanelment shall be submitted only in the name of partnership firm and not in the name of any constituent partner.
- (vii) One or more of the partners of the firm shall be on behalf of the firm, be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the documents in connection with Empanelment, and if the Firm gets empanelled then to sign tender document and sign the agreement, if any work is awarded, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said EoI / Empanelment or tender / contract, if awarded any, in case such authorisation is not informed in the partnership deed. In case of partnership firm with foreign partner(s), the authorized partner has to be an Indian. All the notices/correspondences, with respect to the Empanelment or tender or contract, if awarded any, shall be sent only to authorized member or on the name of partnership firm.
- (viii) A copy of current partnership deed (latest amended) shall be submitted along with the EoI. No deed will be accepted after submission of the EoI. Once the EoI has been submitted, the constitution of firm shall normally not be allowed to be modified/alterd/terminated during the validity of the Empanelment as well as the currency of the contract, if awarded any, except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from MRIDC and in any case the eligibility criteria adopted by MRIDC should not get vitiated. The reconstitution of firm in such cases should be followed by a registered reconstituted Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of MRIDC and the Applicant shall have no claims what so ever.
- (ix) The share of equity of partners should be clearly mentioned in the partnership deed along with share of profit and loss.
- (x) On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like Performance guarantee, guarantee for Mobilization advance, Plant & Machinerics advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

- (xi) On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- (xii) The partnership firm shall be bound by following clauses:-
- Joint and several liabilities:- The Partners of the firm to which the contract is awarded, shall be jointly and severally liable to MRIDC for execution of the contract in accordance with conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to MRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - Duration of the partnership deed and partnership firm agreement:- On award of the work to the partnership firm, constitution of the partnership firm shall not be modified/altered for any work awarded in connection with this Empanelment during currency of contract including extended period if any.
 - Governing Laws - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
 - No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of MRIDC in respect of the tender/contract.

f. **JOINT VENTURES: INSTRUCTIONS FOR SUBMITTING RESPONSE BY J.V FIRMS**

- (i) Separate identity/name shall be given to the Joint Venture firm offering this EoI.
- (ii) Number of partners in a JV firm shall not be more than three.
- (iii) A member or partner of JV firm shall not be permitted to participate either in his individual capacity or as a member of any other JV firm.
- (iv) One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- (v) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the EoI. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the MOU to be submitted as per **Annexure-IV**.
- (vi) Once the EoI is submitted, the MOU shall not be modified / altered / terminated during Empanelment process or during the validity of the Empanelment or during the currency of any contract, if awarded. In case the Firm / Agency fail to observe / comply with this stipulation, the full Refundable Interest free deposit or Earnest Money Deposit (EMD)/ Performance Guarantee / Security Deposit, if any submitted by the Firm, shall be liable to be forfeited.
- (vii) Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (MRIDC). The constitution of the JV Firm shall not be allowed to be modified after submission of the EoI by the JV Firm, except when modification becomes inevitable due to succession laws etc., and in any case the eligibility criteria adopted by MRIDC should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the Empanelment invalid.

- (viii) Similarly, after Empanelment, during tendering stage or during entire currency of contract, if awarded, the constitution of JV Firm shall not be allowed to be altered except when modification becomes inevitable due to succession laws etc., and in any case the eligibility criteria adopted by MRIDC should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (ix) On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilisation Advance, etc., shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- (x) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the MRIDC before signing the contract agreement for the work. In case Firm / Agency fails to observe / comply with this stipulation the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV firm.

This Joint Venture Agreement shall have, inter-alia, following Clauses:

- Joint and Several Liability: Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MRIDC) for execution of the project in accordance with Tender conditions. The JV members shall also be liable jointly and severally for the loss damage caused to the MRIDC during the course of execution of contract or due to non-execution of the contract or part thereof.
 - Duration of the Joint Venture Agreement: The JV agreement shall be valid during the entire currency of the contract including the period of extension, if any, and the Defect Liability period after the work is completed as contemplated in the conditions of the contract. It is the sole responsibility of the JV firm and the Lead Partner to ensure the above requirement and failure to extend the validity by the JV firm or Lead Partner shall be deemed to be breach of contract on the part of JV firm and the joint and several liability of the partners and members of the JV firm shall continue to be valid till the extensions and the Defect Liability period of the contract is over.
 - Governing Laws: The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.
- (xi) Authorized Member: Joint Venture members shall authorize one of the members on behalf of the JV firm to deal with the Empanelment process, tender process, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the Empanelment or tender or contract would be sent only to this authorized member of the JV firm.

- (xii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (MRIDC) in respect of the any tender / contract awarded.
- (xiii) In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:- Affidavit on Stamp Paper of appropriate value declaring that his / her concern is a Proprietary Concern and he / she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he / she has the authority, power and consent given by other partners to act on behalf of HUF.
- (xiv) If the JV is dissolved on account of death, retirement of any partner or for any reason what so ever, after submission of EoI, during Empanelment process or after Empanelment, the JV Firm is liable to be delisted from the Empanelled list, on the sole discretion of MRIDC. The decision of MRIDC shall be final and binding on the Firm / Agency.
- (xv) If the JV is dissolved on account of death, retirement of any partner or for any reason what so ever, before fully completing the whole work or any part of it, undertaken by the contract agreement, the survived partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the MRIDC and to pay compensation for loss sustained if any by the MRIDC due to such dissolution. The amount of compensation shall be decided by the MRIDC and this shall be final and binding on the Firm / Agency.

g. **ELIGIBILITY CRITERIA:**

- (i) The Applicant / Agency / Firm / Contractor should have completed at least 01 numbers of Cable Stayed Bridges / Other suitable iconic structures during last 10 years ending last day of the previous month in which EoI is invited.

OR

The Applicant / Agency / Firm / Contractor should have at least 01 work in progress involving construction of Cable Stayed Bridges / Other suitable iconic structures, of which more than half of the work should have been physically completed, upto 31.12.2019. A certified copy issued by Client shall be submitted by Applicant in support of percentage completion of work.

AND

- (ii) The Applicant / Agency / Firm / Contractor should have at least 10 years of experience in the field of construction of Major Bridges / Cable Stayed Bridges / other suitable iconic structures, upto 31.05.2020.

- h. A non-refundable processing fee for Rs. 20,000/- (Twenty Thousand) in the form of a Demand draft or a Pay Order drawn in favour of "MAHARASHTRA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED" Payable at Mumbai has to be submitted along with the EoI response. Alternatively, the Applicant can also submit the Processing fees online through RTGS/NEFT. EoI received without or with inadequate EoI processing fees shall be liable to get rejected.

The Applicant who wish to submit the Processing Fees online, shall e-mail their requirement at tender@maharail.com or dgmtender@maharail.com. They will be provided with the Bank details for submission of Fees.

MRIDC will not be responsible for any failure in online transaction and if the transaction made by the Applicant for processing fees is not reflected in MRIDC account before closing time for submission of EoI, the Application shall be considered incomplete.

- i. Application must be submitted **on or before 08.07.2020 (up to 15:00 hrs)**. MRIDC will not be responsible for any Delay, Damage or Loss of Documents in transit.

This EoI document and credentials shall be duly signed on all pages by authorized signatory and company stamped & submitted "off-line" i.e. in Hard Copy or "on-line" in scanned copy. The authorised signatory of the applicant must be in possession of Power of Attorney before submitting the signed documents against EoI.

The application duly filled/completed in all aspects should be submitted/reached before closing time of application, in a sealed cover superscripted as "**Expression of Interest for Empanelment of Civil Contractors for Rebuilding of old Road Over Bridges / construction of new Road Over Bridges (specialized in construction of Cable Stayed Bridges / other suitable Iconic Structures)**" addressing to The "Tender Cell", Maharashtra Rail Infrastructure Development Corporation Limited, 2nd Floor, Hoechst House, Nariman Point, Mumbai-400021 or the Applications can be submitted through e-mail at tender@maharail.com and dgmtender@maharail.com .

- j. Submission of the application for registration does not confer any right regarding award of any contract, except for being considered for empanelment.
- k. A list of similar works completed during last 10 years ending last day of the previous month in which EoI is invited and Financial turnover during last seven years including current financial year (CA Certified copy) is required to be included in the documents in the format given by MRIDC, however during tendering process the eligibility criteria may normally be judged based on similar work completed and financial turnover during the last 3 financial years or as per the tender conditions.
- l. Supporting documents such as completion certificate / work order for the work experience of the Agency and audited Balance sheet of the last 7 Financial years as proof for contractual payment received by the Agency, shall be submitted with the EOI.
- m. There will be no facility of standing earnest money with empanelled Agencies at the time of tendering. Separate earnest money has to be deposited with each and every Tender as per the Tender conditions or with the rate contracts.
- n. The empanelled list will be valid for a period of one year from the date of issue of empanelled list.

- o. The empanelled list will be for the official use of MRIDC and shall therefore be treated as confidential record of MRIDC and will not be supplied to any Firms / Agencies in any case.
- p. The empanelled Agencies will be required to maintain a refundable, interest free Deposit of **Rs 1,00,000/- (One Lakh)** during the validity period of Empanelled list for their being eligible for participation in Tenders of MRIDC.
- q. The MRIDC reserves the right to annul the entire process of empanelment without assigning any reason whatsoever.
- r. Only a limited number of firms / agencies (say, maximum 08) from among the all applicants will be empanelled by MRIDC based on their submitted credentials.
- s. In case of Joint Venture / Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs. 500/-, signed by all firms to the joint venture confirming the following therein:
- (i) Date and place of signing,
 - (ii) Maximum Three firms can join to form a Joint Venture / Consortium,
 - (iii) Purpose of Joint Venture / Association must include the details of works,
 - (iv) A clear definite description of the proposed administrative arrangements for the management and execution of the assignment Name of Lead firm and another partner of JV should be clearly defined in the MOU.
 - (v) Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV / Association for the proposed services.
 - (vi) An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services,
 - (vii) The authorized representative of the joint venture / Association.
- t. The empanelled agencies will be required to participate in minimum 75% of the tenders floated by MRIDC. Otherwise, MRIDC reserves the right to delist the name of the empanelled agency from the Empanelment list, forfeiting the interest free Deposit of Rs 1,00,000/- (One Lakh) on the grounds of non-performance.
- u. MRIDC is newly created organisation, with the aim of implementing various Railway related projects with the help of external funding. External funding has considerable cost element to MRIDC and therefore extending the facility of financial advantage to MSME and MSE approved firms may not be desirable for the health of the organisation at this stage. Therefore, MSME and MSE approved firms will also be treated at par with the other firms.

In case, the above clause is acceptable to you, then only apply for the empanelment of the subject work.

- v. Firms / agencies within Maharashtra or near to Maharashtra may be preferred due to distance advantage, if otherwise they are found suitable for empanelment.
- w. An affidavit on a non-judicial Stamp Paper of Rs. 100/-, should be submitted declaring that *"All the documents, declarations and certificates submitted along with the application are genuine and correct. In case, any of these are found to be wrong, forged or fabricated at any stage, our Empanelment should be cancelled, Interest-free deposit to be forfeited, Earnest money deposit of any tender under consideration to be forfeited, contract awarded if any, to be cancelled with penalty decided by MRIDC and our firm should be black-listed for 05 years."*
- (NOTE: Original Copy of Affidavit with Notary need to be attached in the submission.)**
- x. The applicant Agency / Firm / Consultancy or any member thereof should not have been blacklisted / debarred / termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government/ Government of any sovereign countries /Private Agencies and Funding Agencies in the last 10 years.
- y. Applicant Agency / Firm/ Consultancy should not have been barred by the Central Government, any State Government, a statutory Client or a public sector undertaking, as the case may be, from participating in any project.
- z. The Application for empanelment is to be addressed to:

To,
Managing Director,
Maharashtra Rail Infrastructure Development Corporation Limited,
2nd Floor, Hoechst House,
Nariman Point,
Mumbai 400021.

FORM - 1**APPLICATION FORM FOR EMPANELMENT**

Sr. No.	Particulars	Details
1.	Name of Agency / Firm	
2.	Complete Address for Communication	
3.	Date of Registration (Certificate of Incorporation)	
4.	Contact Person & Designation	
5.	Telephone No.	
6.	Mobile No.	
7.	Fax No.	
8.	Email ID	
9.	Details regarding Demand Draft/ Pay order/NEFT/RTGS for Application Fee (Non-Refundable) as mentioned in EoI.	
10.	Organization Details (Brochure with incorporation Certificates, Pan Card, GST Registration No)	Attached Separately in Form 2
11.	Details of Directors / Partners / Proprietors	Attached Separately in Form 3
12.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Attached Separately in Form 4
13.	List of Assignments completed (Cable Stayed Bridges / Other Suitable Iconic Structures)	Attached Separately in Form 5A
	List of Assignments completed (Major Bridges)	Attached Separately in Form 5B
14.	List of Assignments in progress	Attached Separately in Form 6
15.	Financial Status of last 7 years including current Financial year	Attached Separately in Form 7
16.	List of equipment available with the firm	Attached Separately in Form 8
17.	Details of Litigation / Disputes / Arbitration/ Actions	Attached Separately in Form 9
18.	Details of Awards	Attached Separately in Form 10
19.	Details of Empanelment / Registration with the Govt. Agency / Dept. / Firms etc.	Attached Separately in Form 11
20.	Job / Work assigned during Period of Empanelment / Registration under point (19)	Attached Separately in Form 12
21.	Information form for JV Firms and Joint Venture share & PoA details	Attached Separately in Form 13 & 13A
22.	Affidavit	Attached as Annexure-I
23.	Power of Attorney to Authorized signatory	Attached as Annexure-II
24.	Power of Attorney to lead member of JV Firm	Attached as Annexure-III
25.	Memorandum of understanding for Joint Venture Agreement	Attached as Annexure-IV
26.	Pro-forma letter of participation from each partner of Joint Venture (JV)	Attached as Annexure-V

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM -2**ORGANISATIONAL DETAILS**

Sr. No.	Particulars	Details
1	Organizational Set-up: <ul style="list-style-type: none">• Place of Establishment / Incorporation• Year of Establishment / Incorporation Details• Status of Firm (Proprietorship/Partnership/Limited/Any other)• Name of Directors / Partners / Proprietors• Empanelment with Govt. Organizations (Mention names along with copies of Supporting Certificates)	
2	Employee Strength: <ul style="list-style-type: none">• Bridge Engineer (Expert in Cable Stayed Bridge) (nos.)• Jr. Bridge Engineer (Expert in Cable Stayed Bridge) (nos.)• Junior Architects (nos.)• Electrical Expert (no's,)• Pavement Engineer (Nos.)• Urban Planner (nos.)• Interior Designers (nos.)• Civil Engineers (nos.)• Quality Engineers (nos.)• Mechanical Engineers (nos.)• MEP Engineers (nos.)• Survey Team (Nos)	
3	Details of Office Automation:	

Note :-

- 1) Necessary documents to prove above facts shall be attached (duly attested).
- 2) If required, MRIDC may verify the submitted documents independently.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - 3

DETAILS OF DIRECTORS / PARTNERS / PROPRIETORS

Sr. No.	Name of Partners / Directors / Proprietors	Academic Qualifications	Designation	Address / Phone / Fax / Email	Supporting Documents Page No. (From ---To)
1.					
2.					
3.					
4.					

Note:-

- 1) Necessary documents to prove above facts shall be attached (duly attested).

Date:

Place:

Company Seal

Signature of Authorized Signatory

Name:

Designation:

FORM- 4

**DETAILS OF TECHNICAL KEY PERSONNEL IN THE ORGANISATION
OR ASSOCIATE FIRMS.**

Sr. No.	KEY PERSONNEL		Highest Qualification	Numbers			Supporting Document Page No. (From ___ To)
	Name	Designation		Experience > 10 years.	Experience between 5 to 10 years.	Experience between 2 to 5 years.	
1.							
2.							
3.							
4.							

Note:

1. Detailed C.V. of the above (Technical) key personnel along with Certificate issued by the firm regarding employment of the professional with the firm (clearly indicating date of employment with the firm) shall be attached.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM – 5A

LIST OF CONSTRUCTION OF CABLE STAYED BRIDGE / OTHER SUITABLE ICONIC STRUCTURE COMPLETED IN LAST 10 YEARS

Sr. No.	Name of the completed Work / Project with address	Description of Project / Work	Detailed Scope of Services rendered	Name & Address of Owner / Client	Estimated Cost of Work / Project	Final Bill Received in (Rs.)	Date of Start of Work / Project		Date of Completion of Work / Project		Liquidated Damages, if any, imposed on Contractor	Any other relevant information	Supporting Document Page No. (From ___ To ___)
							Stipulated	Actual	Stipulated	Actual			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note:

1. The list of Works / Projects mentioned above should be substantiated with documentary evidence such as Work Orders with detailed BOQ / Contract Agreements and Completion Certificates duly attested.
2. Applications received without necessary documentary evidence are liable to be rejected.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM – 5B

LIST OF CONSTRUCTION OF MAJOR BRIDGES COMPLETED IN LAST 10 YEARS

Sr. No.	Name of the completed Work / Project with address	Description of Project / Work	Detailed Scope of Services rendered	Name & Address of Owner / Client	Estimated Cost of Work / Project	Final Bill Received in (Rs.)	Date of Start of Work / Project		Date of Completion of Work / Project		Liquidated Damages, if any, imposed on Contractor	Any other relevant information	Supporting Document Page No. (From ___ To ___)
							Stipulated	Actual	Stipulated	Actual			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note:

1. The list of Works / Projects mentioned above should be substantiated with documentary evidence such as Work Orders with detailed BOQ / Contract Agreements and Completion Certificates duly attested.
2. Applications received without necessary documentary evidence are liable to be rejected.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM – 6

LIST OF MAJOR ASSIGNMENTS IN PROGRESS

(FOR CONSTRUCTION OF CABLE STAYED BRIDGE / OTHER SUITABLE ICONIC STRUCTURE)

Sr. No.	Name of Work / Project in Progress with Address	Description of Work / Project	Name and address of Owner / Client	Estimated Cost of Work	Awarded Value of Work / Project	Value of work done till DEC-19	Date of Start of Work / Project	Current Status of Work	Expected Date of Completion	Any other relevant Information	Supporting Document Page No. (From_To)
1	2	3	4	5	6	7	8	9	10	11	12

Note:

1. The list of Works / Projects mentioned above should be substantiated with documentary evidence such as Work Orders with detailed BOQ / Contract Agreements duly attested.
2. Applications received without necessary documentary evidence are liable to be rejected.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - 7

FINANCIAL STATUS

Financial Turnover, during last Seven Years including Current Financial Year (CA Certified).

Sr. No.	Financial Year	Annual Turnover (INR)
1	2012-2013	
2	2013-2014	
3	2014-2015	
4	2015-2016	
5	2016-2017	
6	2017-2018	
7	2018-2019	
8	2019-2020 (Upto December 2019)	

Note : Certified copies of audited Balance Sheets / Chartered Accountants Certificates to be enclosed.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - 8

LIST OF EQUIPMENT AVAILABLE WITH THE FIRM

Sr. No.	Name of Equipment	Type	Year of make	Nos.
	1	2	3	4
1	Lab Equipment			
2	Survey Equipment			
3	Construction Equipment			
4	Additional equipment, if any			

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

Form No. 9

Details of Litigation/ Dispute/ Arbitration Cases / Poor Performance

Sr. No.	Name of Project under Litigation / Dispute / Arbitration / Actions	Name of Client	Particulars of Litigation/ Arbitration/ Disputes/ actions	Amount of Litigation / Dispute / Arbitration / Actions	Period of Litigation / Dispute / Arbitration / Actions	Present stage / outcome of Litigation/ Arbitration	Remarks
1	2	3	4	5	6	7	8

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

Form No. 10
Details of Awards

Sr. No.	Particulars of Awards	Name of Organization / Institute	Date of awards	Remarks.
1	2	3	4	5

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

Form No. 11

Empanelment / Registration with the Govt. Agency / Dept. / Firms etc

Sr. No.	Name of Govt. Agency / Dept. / Firms etc.	Under Head of Cable Stayed Bridge / ROB / RUB	Validity of Empanelment
1	2	3	4

Note:

1. The information mentioned above should be substantiated with documentary evidence such as Letter of Intimation/Empanelment Letter duly attested.
2. Applications received without necessary documentary evidence are liable to be rejected.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

Form No. 12

Works / Job assigned during period of Empanelment / Registration

Sr. No.	Name of work, Project with Address	Assignment as prime consultant OR Joint Venture OR Associates.	Value of Project	Value of Fees Received
1	2	3	4	5

Note:

1. The information mentioned above should be substantiated with documentary evidence such as Work Orders/Contract Agreements/Letter of Intimation duly attested.
2. Applications received without necessary documentary evidence are liable to be rejected.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM- 13

INFORMATION FORM FOR JV FIRMS

(to be completed for each member of Joint Venture)

Date: _____

EoI No. and title: _____

Page _____ of _____ pages

Joint Venture name:
JV member's name:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
ISO Certification, if any {If yes, please furnish details}
PF / EPF Registration No.:
GST No.:
Pan No.:
Bank A/C No with Bank code for electronic clearance of the payment.
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart and a list of Board of Directors.

FORM- 13-A

JOINT VENTURE SHARE & POA DETAILS

SN	Type of Member	Name of Firm	POSTAL ADDRESS, TEL, FAX and E-mail	Name of person holding PoA of the Signatories	SHARE PERCENTAGE IN JV
1.	Lead Member				
2.	Other Member				
3.	Other Member				

Note:

1. Maximum three (3) Firms can make Joint Venture.
2. In case of JV, the lead partner of the JV firm must have at least 51% of the share and each partner must have at least 20% of the share. JV of more than 3 firms is not allowed.
3. The lead firm should hold the power of attorney.
4. JV Firm should provide duly signed and stamped joint venture agreement and power of attorney of the signatories by each member in the JV.

ANNEXURE-I

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY FIRMS/AGENCY/CONTRACTORS ALONG WITH THE EoI DOCUMENT

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the Firms/Agency/Contractors/JV Firm) ***

I (name and designation) ** appointed as the attorney / authorized signatory of the Firms/Agency/Contractors (including its constituents), M/s (hereinafter called the applicant) for the purpose of the EoI documents for the Empanelment of Civil Contractors for "-----" as per the **EoI No. MRIDC/ EoI/ Civil Contractor/Cable Stayed Bridges/ 2020/06** of MRIDC, do hereby solemnly affirm and state on behalf of the Firm/Agency/Contractor including its constituents as under: -

1. I/We the Firms/Agency/Contractor, am/are signing this document after carefully reading the contents.
2. I/We the Firms/Agency/Contractors also accept all the conditions of the EoI.
3. I/We declare and certify that I/We have not made any misleading or false representation in the forms. Statements and attachments in proof of the qualification requirements during Expression of Interest.
4. I/We also understand that my/our offer will be evaluated based on the documents / credentials submitted along with the Expression of Interest and offer and / or same shall be binding upon me/us.
5. I/We declare that the information and documents submitted along with the Expression of Interest by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process of evaluation, it shall lead to banning of business for five years and imposition of penalty as decided by MRIDC. Further I/We (insert name of Firms/Agency/Contractors)** and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/We also understand that if the certificates submitted by us are found to be false / forged or incorrect at any time after Empanelment / during tendering process / after award of contract, it will lead to forfeiture of Refundable interest free deposit, Cancellation of Empanelment, termination of contract, if awarded any, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years.
8. I/We hereby declare and certify that I/We have not been black listed or debarred by MRIDC, Railways or any other Ministry/Department of the Govt. of India/State Govt./PSU's from participation in tenders/contract in the past either in our individual

capacity or the JV firm or partnership firm in which we were member/partners and I/We are fully responsible for the correctness of the information and documents, submitted by us.

9. I/We have read and understood all the provisions included in this documents and abide by them.

DEPONENT
SEAL AND SIGNATURE

VERIFICATION

I/We above named Firms/Agency/Contractors do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE

Place:

Date:

** The contents in italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by Firms/Agency/Contractors. Attestation before Magistrate / Notary Public.

ANNEXURE – II

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

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 ... do hereby constitute, appoint and authorize Mr / Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EoI for the Empanelment of *Civil Contractors for "----Name of Work-----"*, including signing and submission of all documents and providing information / responses to Maharashtra Rail Infrastructure Development Corporation Limited (MRIDC), representing us in all matters, dealing with Maharashtra Rail Infrastructure Development Corporation Limited (MRIDC), in all matters in connection with our participation for the said empanelment process and during tendering process & entire currency of contract, if any work is awarded by MRIDC.

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 2020.

(Signature of authorized Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

ANNEXURE III
FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT VENTURE
(JV)

(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)

Whereas Maharashtra Rail Infrastructure Development Corporation has invited EoI (**EoI No.: MRIDC/ EoI/ Civil Contractor/Cable Stayed Bridges/2020/06**) for the Empanelment of *Civil Contractors for "-----Name of Work-----"*.

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s. ..., M/s., and M/s. are interested in submission of EoI for the Empanelment of *Civil Contractors for "-----Name of Work-----"* in accordance with the terms and conditions contained in the EoI document.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's in all matters associated with our participation for the said Empanelment.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's EoI, including submission of EoI, participating in tenders & conferences, responding to queries, submission of information / documents and generally to represent the Joint Venture in all its dealings with MRIDC or any other Government Agency or any person, in connection with this empanelment process until culmination of the Empanelment process and thereafter till the validity of Empanelment or expiry of the contract agreement entered into with Maharashtra Rail Infrastructure Development Corporation, if any work is awarded during Empanelled period, whichever is later.

**To be executed by all the members of the JV except the lead member.*

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.

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/ Joint Venture.

Dated this the Day of 2020

.....
(Signature)

.....
(Name in Block letters of Executants)
Seal of Company

Witness 1:

Nome:
Address:
Occupation:

Witness 2:

Name:
Address:
Occupation:

ANNEXURE-IV

(On Non Judicial stamp of Rs.500/-)

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT

- 1) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co.) _____ a company registered under the companies Act 2013 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

- 2) M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 2013 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

- 3) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

- 4) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

AND

5) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co)_____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____(hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas MRIDC hereinafter referred to as Owner / Employer / Client has invited EoI No. **MRIDC/ EoI/ Civil Contractor/Cable Stayed Bridges/2020/06** hereinafter referred to as the MRIDC Invitation of EoI for Empanelment of *Civil Contractors for "-----Name of Work-----"* hereinafter referred to as the said Empanelment.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to be co-operative with each other to associate jointly and to form a joint Venture firm to participate in the said Empanelment & any tender invited during validity of Empanelment by MRIDC, in connection with this Empanelment.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows: -

1) The Purpose of MOU. M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in this said Empanelment & any future tender invited during validity of Empanelment by MRIDC, in connection with this Empanelment and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.

2) The name of the Joint Venture firm shall be _____

3) The parties, hereto, represented that:

a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.

b) They have not entered any agreement/MOU of equal or similar nature with any third party for this Empanelment.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with this Empanelment and all the associated works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.....%

M/s.....%

M/s.....%

Lead Member:

That one of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

a) That after submission of the EoI, the MOU shall not be modified/alterd/terminated during the Empanelment process or during the validity of Empanelment or during tendering process except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agree that the Lead Member will continue to be the Lead Member of J.V. Firm.

b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the MRIDC Tender, all terms shall be complied by each party on back-to- back basis as per specifications of the MRIDC Tender or any other mutually agreed terms with the MRIDC. The Parties hereto shall, if awarded any contract, after empanelment, for the purpose for which the Joint Venture is formed, be jointly and severally liable to the MRIDC for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Client in course of execution or due to non- execution of the contract or part thereof or arising out of the any contract during currency of Contract.

6. Shri _____ shall be authorized partner/person on behalf of the Joint Venture to deal with all matters of this Empanelment, tender, to sign the agreement or enter into contract, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of MRIDC tender/contract, if awarded. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.

7. Notwithstanding anything contained herein, in respect of the MRIDC Tender associated with this Empanelment with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect to the MRIDC tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall complete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the MRIDC Tender.

- a. Responsibility Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Client. In the event of any defect and damage or any claim arising from the Client under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.
- b. Assignability No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.
- c. Use of Machinery, Instruments, Labour Force etc. The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient

execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

Duration of MOU It shall be valid during entire validity of Empanelment and entire currency of contract, if any work is awarded including the period of extension, if any and also till the defect liability period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

10. Applicable Law This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

11. Settlement of Disputes: In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below: M/s.....
M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e. M/s..... Shri at the address stated herein below. M/s..... Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Party of JV shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-Firm's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that the entire execution of the contract, if awarded any, shall be carried out exclusively through the lead partner.

15. The parties to this MOU declares and certifies that they have not been black listed or debarred by MRIDC, Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature	Signature	Signature
Shri _____ of M/s. _____	Shri _____ of M/s. _____	Shri _____ of M/s. _____

Signature:	Signature
Shri _____	Shri _____

Witnesses:

1) Name	Address:
2) Name	Address:

ANNEXURE V

PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (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.)

No....

Dated:

From:

.....
.....

To,
The Managing Director,
Maharashtra Rail Infrastructure Development Corporation,
2nd Floor, Hoecsht House, Nariman Point,
Mumbai-400021.

Gentlemen,

Re: -----Name of Work-----

Ref: Your notice for EoI No. MRIDC/ EoI/ Civil Contractor/Cable Stayed Bridges/2020/06 dated

1. We wish to confirm that our company / firm has formed a Joint Venture with (i)..... & ii) for the purposes associated with EoI referred to above.

*(Members who are not the lead partner of the JV should add the following paragraph) *.*

2. 'The JV is led by, whom we hereby authorise to act on our behalf for the purposes of submission of EoI for and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

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

2. 'In this group we act as leader and, for the purposes of applying for EoI, represent the Joint Venture.'
3. In the event of our JV being empanelled and awarded any contract in connection with this empanelment, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the Maharashtra Rail Infrastructure Development Corporation, and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered between Maharashtra Rail Infrastructure Development Corporation and our JV.
4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully, (Signature)

(Name of Signatory)

(Capacity of Signatory)

Company Seal

* Delete as applicable

Note: In case of existing joint venture, the certified copy of JV Agreement may be furnished.