

Annexure-1

8A. Draft Memorandum of Understanding (MOU) for JV Participation

among

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

and

M/shaving its registered office at (hereinafter referred to as') in the capacity of a Joint Partner of the second part.

and

M/shaving its registered office at (here in after referred to as') in the capacity of a Joint Partner of the third part.

The expressions of andand 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:

Pune Metro Rail Corporation Limited [hereinafter referred to as “Employer”] has invited tenders for ... “[Insert name of work].....”

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 Inviting Tender, and
 - ii) Tender document
 - iii) Any Addendum/Corrigendum issued by Bangalore Metro Rail Corporation Limited
 - iv) The tender submitted on our behalf jointly by the Lead Partner.
2. The ‘Parties’ have studied the documents and have agreed to participate in submitting a ‘tender’ jointly in the name of -----(insert name of the JV)
3. M/sshall 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 tender 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 partners which shall be expeditiously given by M/s.....and M/s -----to M/s.....(insert lead partner name)
4. The ‘Parties’ have resolved that the distribution of share and responsibilities between the JV partners **(Tenderder shall ensure that the assigned responsibilities are commensurate with the Eligibility cum Qualification Criteria, failing which the tender**

may be rejected) is as under:-

- (A) Lead Partner(insert name)share% ;
 Responsibilities
 (i)
 (ii)
 (iii)
- (b) Joint Partner(insert name)share% ;
 Responsibilities
 (i)
 (ii)
 (iii)
- (C) Joint Partner(insert name)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 none 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 project except with prior written consent of the other party and the employer.

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 project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

- (i) The Tender Security: Tender security can be furnished by any one of the members of the Joint Venture. the JV member M/s------(insert name of the JV member) has furnished the tender security for the tender.
- (ii) Performance Security: If contract is awarded, each member of the JV shall submit the Performance Security in proportion to their participation.

9. **TENDER SUBMISSION**

Each party shall bear its own cost and expenses for preparation and submission of the tender and all costs until conclusion of a contract with the employer for the project. Common expenses shall be shared by all 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 tender.

13. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this MoU 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 and amendments Act 2015, and as amended from time to time. The venue of the arbitration shall be: Bangalore.

14. **VALIDITY**

This MoU 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 tender 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 **four**..... number of copies with equal legal strength and status. One copy is held by M/s and the others by M/s& M/s..... and a copy submitted with the tender.

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

17. NOTICES BETWEEN JV PARTNERS

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

Lead Partner (First Part)	Second JV Partner	Third JV Partner
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(Name & Address)

(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.....

M/s.....

.....

.....

.....

(Stamp)

(Stamp)

(Stamp)

Witness

1..... (Name & Address)

2..... (Name & Address)

3..... (Name & Address)