

PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY (PCNTDA)



Common Set of Deviation (CSD)

Issued Post Pre-Bid Meeting Held on 23rd April 2013, for the Project

**“Consultancy Services for the Work of Construction of Pune International Exhibition and Convention Centre,
Moshi, Pune (Phase I)”**

TENDER No. 4 FOR 2013-14

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
1.	Page No. 7, clause 1.5.2	A joint venture of maximum three firms is allowed. In case of a Joint Venture the proposal shall be accompanied by a certified and notarized copy of a legally binding Memorandum of Understanding (MOU) , signed by all firms of the joint venture / Association confirming the following therein:	A joint venture of maximum 4 (four) firms is allowed. In case of a Joint Venture the proposal shall be accompanied by a certified and notarized copy of a legally binding Memorandum of Understanding (MOU) , signed by all firms of the joint venture / Association confirming the following therein:
2.	Page No. 8, clause 1.5.3	<p>1.0 Instruction to Bidders</p> <p>In case of joint venture, the firm, which has submitted experience certificates to meet the eligibility requirements, will act as the lead firm representing the joint venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU / Agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the joint venture. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Data Sheet in Chapter - I.</p>	<p>1.0 Instruction to Bidders</p> <p>In case of joint venture, the firm, which has submitted experience certificates to meet the eligibility requirements, will act as the lead firm representing the joint venture. Alternatively, the lead member may authorize one of the JV members to submit the bid on behalf of the Joint Venture.</p> <p>The duties, responsibilities and powers of such lead firm shall be specifically included in the MoU / Agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the joint venture. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Data Sheet in Chapter - I.</p>
3.	Page no. 13, clause 3.3.2	The financial proposal shall take into account all types of the tax liabilities including service tax and cost of insurance specified	The financial proposal shall take into account cost of insurance specified in the Data Sheet in Chapter-II and all types of the

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
		in the Data Sheet in Chapter-II.	tax liabilities excluding service tax.
4.	Page no. 91	Appendix III – Financial Proposal A) Financial Offer I/We _____ Consultant/ Consultancy Firm am / are hereby quoting the fee for the work of providing Project Management Consultancy as per the scope of Work, terms and contract conditions covered in Chapter I, Chapter II and Chapter III. The offer is inclusive of all taxes including service taxes.	Appendix III – Financial Proposal A) Financial Offer I/We _____ Consultant/ Consultancy Firm am / are hereby quoting the fee for the work of providing Project Management Consultancy as per the scope of Work, terms and contract conditions covered in Chapter I, Chapter II and Chapter III. The offer is inclusive of all taxes excluding service taxes.
5.	Page no. 14, clause 3.3.4 (ii)	ii) The tax liabilities including service tax and cost of insurance specified in the Data Sheet in Chapter-II.	ii) Insurances specified in the Data Sheet in Chapter-II and the tax liabilities excluding service tax
6.	Page no. 100, Clause 10 (d)	Mode of billing and payment No Service Tax will be added while giving payment to the consultant, as the offer of consultant is inclusive of service tax.	Mode of billing and payment Service Tax will be added while giving payment to the consultant, as the offer of consultant is exclusive of service tax.
7.	Page no. 35	ANNEXURE-II, Form-TF-VI	ANNEXURE-II, Form-TF-VI

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
		<p>B) Experience</p> <p>i) Total experience in highways - _____ years</p> <p>ii) Responsibilities held - _____ years</p> <p>iii) Relevant Experience - _____ years</p>	<p>B) Experience</p> <p>i) Total experience - _____ years</p> <p>ii) Responsibilities held - _____ years</p> <p>iii) Relevant Experience in similar projects - _____ years</p>
8.	Page no. 50	<p>Arbitration</p> <p>The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute or difference within 14 days, or such a period as the parties may subsequently agree to the following:</p> <p>1) Disputes shall be settled by arbitration in accordance with the following provisions. In case of dispute, the Employer shall nominate any person, who shall be a retired Secretary of Govt. Of Maharashtra. Such a person to be selected by PCNTDA as a sole arbitrator within 28 days of receipts of the consultants notice for non-acceptance of Employer's decision. The arbitrator so nominated shall carry out arbitration proceeding in accordance with Arbitration and Conciliation Act 1996</p>	<p>Arbitration</p> <p>The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute or difference within 14 days, or such a period as the parties may subsequently agree to the following:</p> <p>1) Disputes shall be settled by arbitration in accordance with the following provisions. In case of a dispute, the Client and the Consultant shall mutually agree and nominate a person as a sole arbitrator, who shall be a retired Secretary PWD/ retired Chief Engineer PWD, Government of Maharashtra. The sole arbitrator shall be appointed within 28 days of receipt of the Consultants notice for non-acceptance of Employer's decision. The arbitrator so nominated shall carry out</p>

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
		or any modification thereof and give his decision within 4 months from date of reference of dispute to him. The decision of the above said arbitrator shall be final and binding on Employer and consultant.	arbitration proceeding in accordance with Arbitration and Conciliation Act 1996 or any modification thereof and give his decision within 4 months from date of reference of dispute to him. The decision of the above said arbitrator shall be final and binding on Employer and consultant.
9.	Page No. 62	Data Sheet, Point no. 6 in Table – Bid Security – Rs 40,00,000/- (Rs Four Millions) in the form of Demand Draft /Bankers cheque in favour of PCNTDA payable at Pune	Data Sheet, Point no. 6 in Table – Bid Security – Rs 2,000,000/- (Rs Two Millions) in the form of Demand Draft /Bankers cheque from any Nationalized Bank in India drawn in favor of ‘Chief Executive Officer, Pimpri Chinchwad New Town Development Authority’ payable at Pune
10.	Page No. 22	Annexure-I, Form EF I, SAMPLE FORM OF ELIGIBILITY PROPOSAL The Demand Draft / Bankers cheque in favour of Chief Executive Officer, Pimpri Chinchwad New Town Development Authority, payable at Pune for the bid security of Rs. 4,000,000/- (Four Million only) is enclosed herewith.	Annexure-I, Form EF I, SAMPLE FORM OF ELIGIBILITY PROPOSAL The Demand Draft /Bankers cheque from any Nationalized Bank in India drawn in favor of ‘Chief Executive Officer, Pimpri Chinchwad New Town Development Authority’ payable at Pune for the bid security of Rs 2,000,000/- (Rs Two Millions) is enclosed herewith.
11.	Page no. 62	Data Sheet – point no. 9 in table	Data Sheet – point no. 9 in table

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)								
		Estimated Cost Of Work, (Ref. Appendix-“C”) - Rs.3600 Million (In Words-Rupees Three Thousand Six Hundred Million)	Estimated Cost Of Work, (Ref. Appendix-“C”) - Rs.3600 Million (In Words-Rupees Three Thousand Six Hundred Million) excluding cost of consultancy and statutory fees								
12.	Page No. 63, clause 16	<p>Eligibility Requirements, point no. b.</p> <p>The Sole Firm or the J/V should have the following firm level eligible experience in last 5 years from the bid due date.</p> <table border="1" data-bbox="430 760 1142 1408"> <thead> <tr> <th data-bbox="430 760 772 824">Sole firm</th> <th data-bbox="779 760 1142 824">J/V of 2 or 3 firms</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 829 772 1408">Should have provided comprehensive consultancy services covering master planning, architectural design, planning and project management services for a single Similar Project of minimum size Rs. 2000 Million and the project should be completed and facility</td> <td data-bbox="779 829 1142 1408">Lead Member or Member of the J/V should have provided architectural design and planning services for a single Similar Project of minimum size of Rs. 2000 Million and the project should have been completed and facility commissioned or under construction or under active consideration for</td> </tr> </tbody> </table>	Sole firm	J/V of 2 or 3 firms	Should have provided comprehensive consultancy services covering master planning, architectural design, planning and project management services for a single Similar Project of minimum size Rs. 2000 Million and the project should be completed and facility	Lead Member or Member of the J/V should have provided architectural design and planning services for a single Similar Project of minimum size of Rs. 2000 Million and the project should have been completed and facility commissioned or under construction or under active consideration for	<p>Eligibility Requirements, point no. b.</p> <p>The Sole Firm or the J/V should have the following firm level eligible experience in last 8 (eight) years from the bid due date.</p> <table border="1" data-bbox="1178 760 1890 1408"> <thead> <tr> <th data-bbox="1178 760 1520 824">Sole firm</th> <th data-bbox="1526 760 1890 824">J/V of 2 or 3 or 4 firms</th> </tr> </thead> <tbody> <tr> <td data-bbox="1178 829 1520 1408">Should have provided comprehensive consultancy services covering master planning, architectural design, planning and project management services for a single Similar Project of minimum size Rs. 2000 Million and the project should be completed and facility</td> <td data-bbox="1526 829 1890 1408">Lead Member or Member of the J/V should have provided architectural design and planning services for a single Similar Project of minimum size of Rs. 2000 Million and the project should have been completed and facility commissioned or under construction or under active consideration for</td> </tr> </tbody> </table>	Sole firm	J/V of 2 or 3 or 4 firms	Should have provided comprehensive consultancy services covering master planning, architectural design, planning and project management services for a single Similar Project of minimum size Rs. 2000 Million and the project should be completed and facility	Lead Member or Member of the J/V should have provided architectural design and planning services for a single Similar Project of minimum size of Rs. 2000 Million and the project should have been completed and facility commissioned or under construction or under active consideration for
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S. No.	Reference in Bid Document	Clause in Bid Document		Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)	
		<p>commissioned.</p> <p>And: Should have obtained environment clearance for any project from a competent authority in India for a project of minimum size of Rs. 1000 Million.</p>	<p>construction</p> <p>And: Lead Member or Member of the J/V should have provided Project Management Services and commissioned a single Similar project of minimum size of Rs. 2000 Million covering pre and post tender activities</p> <p>And: Member of the J/V should have obtained environment clearance for any project from a competent authority in India for a project of minimum size of Rs. 1000 million.</p>	<p>commissioned.</p> <p>And: Should have obtained environment clearance for any project from a competent authority in India for a project of minimum size of Rs. 1000 Million.</p>	<p>construction</p> <p>And: Lead Member or Member of the J/V should have provided Project Management Services for a commissioned facility in a single Similar project of minimum size of Rs. 2000 Million covering pre and post tender activities</p> <p>And: Member of the J/V should have obtained environment clearance for any project from a competent authority in India for a project of minimum size of Rs. 1000 million.</p>
13.	Page No. 66, clause	Time Limit: - Time limit for consultancy consists of		Time Limit: - Time limit for consultancy consists of	

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	17	<p>following. (Ref. Appendix-“C” Chapter. III)</p> <p>i) Pretender Activity (Period in month) - about 8 Months (225 days)</p> <p>ii) Post Tender Activity (Period in month)</p> <p>a) Construction Contract period - 30 Months (As per actual contract period of Proposed contract)-</p> <p>b) Defect Liability period - Two years (As per actual defect liability period of proposed construction contract + two months)</p>	<p>following. (Ref. Appendix-“C” Chapter. III)</p> <p>i) Pre-tender Activity (Period in month) - 225 calendar days</p> <p>ii) Post-Tender Activity (Period in month)</p> <p>a) Construction Contract period - 30 Months (As per actual contract period of Proposed contract)</p> <p>b) Defect Liability period - Two years (for construction works) + 2 months</p>												
14.	Page no. 64, clause no. 16 (iii)	Minimum Qualification and Experience Requirement of Key Personnel	Minimum Qualification and Experience Requirement of Key Personnel - Marks will be deducted appropriately in case the age of Key Personnel is more than the prescribed age.												
15.	Page no. 66, clause no. 19, point no. 2 in table	<p>Minimum Availability of key Personnel during Pre and Post Tender Period</p> <table border="1" data-bbox="430 1377 1155 1424"> <thead> <tr> <th data-bbox="430 1377 506 1424">Sr.</th> <th data-bbox="512 1377 680 1424">Type of</th> <th data-bbox="686 1377 1155 1424">Availability of Key Personnel</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr.	Type of	Availability of Key Personnel				<p>Minimum Availability of key Personnel during Pre and Post Tender Period</p> <table border="1" data-bbox="1178 1377 1902 1424"> <thead> <tr> <th data-bbox="1178 1377 1253 1424">Sr.</th> <th data-bbox="1260 1377 1428 1424">Type of</th> <th data-bbox="1434 1377 1902 1424">Availability of Key Personnel</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr.	Type of	Availability of Key Personnel			
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		No.	Personnel	During				No.	Personnel	During			
				Pre-Tender Period	Post Tender Period	Total Days	Remark			Pre-Tender Period	Post Tender Period	Total Days	Remark
		2	Senior Resident Engineer - 1 No.	0	900	900		2	Senior Resident Engineer cum Quantity Surveyor - 1 No.	225	900	900	
16.	Page No. 73, clause 1 (h)	5.0 – Scope of Work Time allotted for Phase-I will be as short as possible since further activities of work will depend upon completion period of phase I.					5.0 – Scope of Work Time allotted for Phase-I shall not exceed the time limits mentioned in Data Sheet clause 17.						
17.	Page No. 73, clause 1 (i)	5.0 – Scope of Work Consultants will develop land acquisition proposal and assist PCNTDA for land acquisition needed for execution of work. Consultant will bring to the notice of the Superintending Engineer, if there is any delay in land acquisition proceedings for acquiring land, for construction and any infringements of hutment's or					5.0 – Scope of Work The land for the project (in sector 5 and 8 of PCNTDA; the location plan is attached with this CSD) is in the possession of PCNTDA. The Consultant shall however assist PCNTDA in preparing proposal for land reservation readjustment needed for execution of work. Consultant will bring to the notice of the						

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
		buildings and any other details relevant for the work.	Superintending Engineer, if there are any delays with respect to the same or any infringements of hutment or buildings and any other details relevant for the work.
18.	Page No. 74, clause 5 (1) (j)	<p>5.0 – Scope of Work</p> <p>Consultant will in the meantime process for clearance of the site as regards infringement of OHE / underground cables or wires, shifting of pipelines, shifting of level crossings or diversion of Road if required in co-ordination with PCNTDA. The action to shift the utility services of other agencies may also be initiated simultaneously. The PMC shall obtain all necessary statutory approvals</p>	<p>5.0 – Scope of Work</p> <p>Consultant will in the meantime process for clearance of the site as regards infringement of OHE / underground cables or wires, shifting of pipelines, shifting of level crossings or diversion of Road if required in co-ordination with PCNTDA. The action to shift the utility services of other agencies may also be initiated simultaneously. The PMC shall obtain all necessary statutory approvals.</p> <p>PCNTDA will provide all information available with it to the Consultant for obtaining necessary approvals. All statutory payments will be made by PCNTDA.</p>
19.	Page No. 77, clause 6 (6)	<p>6.0 Terms</p> <p>The Consultant shall arrange for an immediate study visit at his cost to significant places in Europe & the U.S. to 6 officers of the PCNTDA, 3 of which shall be senior Engineers of PCNTDA in order to study such facilities & understand the technical requirements of International facilities.</p>	<p>6.0 Terms</p> <p>The Consultant shall arrange within a period of 15 (fifteen) days from the date of issue of the work order, study visits to 4 (four) significant facilities in Europe & the U.S.A for 6 officers of the PCNTDA (3 of which shall be senior Engineers of PCNTDA), in order to study such facilities & understand the scope, scale of the international facilities alongwith allied infrastructure. All cost, charges, expenses towards study visits shall be</p>

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
			borne by the Consultant.
20.	Page No. 78, clause 6 (14)	<p>6.0 Terms</p> <p>On finalization and acceptance of tender for effective supervision, the Consultant will be provided with covered and enclosed office space at site of work of about 40 sq. m. Electricity, water charges as per meter shall be paid by the consultant. This facility shall be limited to the construction contract period and as per the scope of facility to be provided by the Contractor.</p>	<p>6.0 Terms</p> <p>On finalization and acceptance of tender for construction works, the Consultant will be provided with covered and enclosed furnished air-conditioned office space at site of work of about 40 sq. m for the Key Personnel. Electricity, water charges as per meter shall be paid by the consultant. This facility shall be limited to the construction contract period and as per the scope of facility to be provided by the Contractor.</p> <p>For the Pre-tender stage, PCNTDA shall provide 1500 square feet of furnished space preferably at the office of PCNTDA.</p>
21.	Page No. 84, clause 9 (1)	<p>9.0 Services During Defect Liability period</p> <p>During the First year after completion:</p> <p>The consultant's senior Resident Engineer shall participate in the joint inspection of the work which shall be carried out every (three calendar months) by the client's and the contractor's representatives. After the inspections the consultants shall submit a report (in six copies) detailing the defects noticed and the remedial measures to be taken by the Contractor.</p>	<p>9.0 Services During Defect Liability period</p> <p>During the First year after completion:</p> <p>The consultant's senior Resident Engineer shall participate in the joint inspection of the work which shall be carried out every three calendar months by the client and the contractor's representatives. After the inspections the consultants shall submit a report (in six copies) detailing the defects noticed and the remedial measures to be taken by the Contractor.</p>

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22.	Page No. 86, clause 12.1 (b)	<p>For Post tender activity</p> <p>The time schedule for supervision of the Construction work and advising the client during maintenance / defect liability period shall be as per the Contract package.</p> <table border="1" data-bbox="430 591 1150 1208"> <thead> <tr> <th data-bbox="430 591 506 802">Sr. No.</th> <th data-bbox="512 591 905 802">Description</th> <th data-bbox="911 591 1150 802">No. of days from the date of commencement</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 807 506 865">1</td> <td data-bbox="512 807 905 865">Consultants mobilization</td> <td data-bbox="911 807 1150 865">5 days</td> </tr> <tr> <td data-bbox="430 870 506 1016">2</td> <td data-bbox="512 870 905 1016">Preparation Of detailed estimates and obtaining technical sanction</td> <td data-bbox="911 870 1150 1016">60 days</td> </tr> <tr> <td data-bbox="430 1021 506 1208">3</td> <td data-bbox="512 1021 905 1208">Preparation of draft tender papers, approval to DTP, scrutiny of tenders and award of work</td> <td data-bbox="911 1021 1150 1208">115 days</td> </tr> </tbody> </table>	Sr. No.	Description	No. of days from the date of commencement	1	Consultants mobilization	5 days	2	Preparation Of detailed estimates and obtaining technical sanction	60 days	3	Preparation of draft tender papers, approval to DTP, scrutiny of tenders and award of work	115 days	<p>For Post tender activity</p> <p>The time schedule for supervision of the Construction work and advising the client during maintenance / defect liability period shall be as per the Contract package.</p>
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1	Consultants mobilization	5 days													
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3	Preparation of draft tender papers, approval to DTP, scrutiny of tenders and award of work	115 days													
23.	Page No. 96, clause 4 (iii)	<p>Payment of fees during actual execution</p> <p>The fee of 65 % for the post tender activity will be divided into two categories and paid in the following</p>	<p>Payment of fees during actual execution</p> <p>The fee of 65 % for the post tender activity will be divided into two categories and paid in the following</p>												

S. No.	Reference in Bid Document	Clause in Bid Document	Modified Clause (supersedes the clause mentioned in the Bid Document issued on 8 th April 2013)
		manner and ratio a) Time related fees = 30 % b) Progress related fees = 70 %	manner and ratio a) Time related fees = 40 % b) Progress related fees = 60 %
24.	Page no. 96, clause no. 4.00 (ii) (c)	Payment for Post Tender Activities During defect liability maintenance period on a quarter basis spread over defect liability / maintenance period at a uniform rate.	Payment for Post Tender Activities During defect liability maintenance period on a quarter basis spread over defect liability / maintenance period at a rate as mentioned in the clause 5.0 (Payment of Fees During Defect Liability).
25.	Page No. 98, Appendix C	Clause no. 5 is missing	5.0 Payment of Fees During Defect Liability During the first year of the defect liability period the consultant will be paid every quarter of defect liability period at the following rate of fee / quarter $= (1/4) \times (5/100) \times (P/2)$ Where P = offer quoted by the consultant During second year of the defect liability period, the remaining fee shall be paid every six months i.e. in two installments.

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26.		<p>Clarification</p> <p>Compliance with Standards</p>	<p>It is hereby clarified that the Consultant's design of the facility shall comply with design standards and specifications as per the good industry practices including those followed globally for such type of projects. It is also clarified that no payments will be made as part of the project cost or consultancy fees towards certification from any agency for certifying compliance.</p>

Memorandum of Understanding (MoU)

(To be executed on stamp paper of appropriate value)

THIS Memorandum of Understanding (hereinafter referred to as “**MoU**”) is entered into on this the day of 20....

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956 or a company incorporated elsewhere India under the respective Act} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 or a company incorporated elsewhere India under the respective Act} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. }*

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

WHEREAS,

- A. The **Pimpri Chinchwad New Town Development Authority** (hereinafter referred to as “**PCNTDA**”) has invited Bids by its Request for Proposal wide tender notice no. 4 dated (the “**Bid**”) for qualifying for **Consultancy Services for the Work of Construction of Pune International Exhibition and Convention Centre, Moshi, Pune (Phase I)** (the “**Project**”);
- B. The Parties are interested in jointly bidding for the Project as members of a Joint Venture (as defined below) and in accordance with the terms and conditions of the Bidding Documents; and
- C. It is a necessary condition under the Bidding Documents that the members of the Joint Venture shall enter into a MoU and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this MoU, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto in the bid document.

* The number of Parties will be shown here, as applicable.

2. **Joint Venture**

The Parties do hereby irrevocably constitute a joint venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for the Project, either directly or indirectly.

3. **Role of the Parties**

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

- a) Party of the First Part shall be the lead Member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process;
- b) {Party of the Second Part shall be _____.}
- c) {Party of the Third Part shall be _____.}
- d) {Party of the Fourth Part shall be _____.}

The Parties hereby agrees that the Party of the _____ Part of the Joint Venture is authorized to submit the Bid on behalf of the Joint Venture.

4. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the Bidding Document for the performance of the Consultant’s obligations.

5. **Representation of the Parties**

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

- a. such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MoU;
- b. the execution, delivery and performance by such Party of this MoU has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU on behalf of the Member of Joint Venture is annexed to this MoU, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any

mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this MoU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this MoU.

6. Termination

This MoU shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations in the Bid in accordance with the terms thereof, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the MoU will stand terminated, in accordance with the mutual agreement of the Parties.

7. Miscellaneous

This MoU shall be governed by laws of India.

The Parties acknowledge and accept that this MoU shall not be amended by the Parties without the prior written consent of **PCNTDA**.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

1. _____ 2. _____

Notes:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each MoU should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU on behalf of the Member of Joint Venture.
3. For a MoU executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Location Plan: - Site for Pune International Exhibition and Convention Centre at Sector 5 & 8 at Moshi

