

Annexure 10: Joint Bidding Agreement

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

This Joint Bidding Agreement / Memorandum of Understanding is executed at on this day of, 20.....

BETWEEN

Mr. R/o, a Company incorporated under the Companies Act, 1956/2013 and having its registered Office at acting through its duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. R/o OR M/s, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at and acting through its, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas Maha Mumbai Metro Operation Corporation Limited (hereinafter referred to as 'MMMOCL') has invited Bids for the License of Licensing of Spaces for Retail & Other Commercial Purposes at Mumbai Metro Line 2A & 7 Stations in terms of the RFP documents issued (e-Tender No. MMOCL/NFBR/RFP/02 dated June 7, 2021) for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by MMOCL for participating in the Bid either by themselves or by the Consortium for which the RFP has been floated by MMOCL.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Bid and have decided to reduce the agreed terms to writing.

NOW THIS JOINT BIDDING AGREEMENT/ MEMORANDUM OF UNDERSTANDING HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for License of Licensing of Spaces for Retail & Other Commercial Purposes at Mumbai Metro Line 2A & 7 Stations in terms of the Bid invited by Maha Mumbai Metro Operation Corporation Limited, (MMMOCL).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by MMOCL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Contract, in case the Consortium turns out to be the successful bidder in the bid being invited by MMOCL for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the Bid for the said Bid process for Licensing of Spaces for Retail & Other Commercial Purposes at Mumbai Metro Line 2A & 7 Stations.
4. That the Consortium have agreed to nominate any one of and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the Bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 1. The Lead Member shall have per cent (..... %) of shareholding with reference to the Consortium for this specified purpose
 2. The Participant Member shall have (..... %) of shareholding with reference to the Consortium for this specified purpose

That in case to meet the requirements of bid documents or any other stipulations of MMMOCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Joint Bidding Agreement/ Memorandum of Understanding by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Bidding Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Joint Bidding Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of MMMOCL.

IN FAITH AND TESTIMONY WHERE OF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

For,
(Signature, name, company, designation and address)

For,
(Signature, name, company, designation and address)

Enclosure: Board resolution of each of the Consortium Members authorizing:

1. Execution of the Joint Bidding Agreement, and
2. Appointing the authorized signatory for such purpose

Annexure 11: Power of Attorney

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

Whereas Maha Mumbai Metro Operation Corporation Limited (MMMOCL) has invited proposals from interested parties for the Licensing of Spaces for Retail & Other Commercial Purposes at Mumbai Metro Line 2A & 7 Stations (the “Project”) via e-Tender No. MMOCL/NFBR/RFP/02 dated June 7, 2021.

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,
and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the License, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute License Agreement and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the MMOCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the License Agreement is entered into with the MMOCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHERE OF WE, THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS <date> DAY OF <month>, 20**.

For,
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized
Accepted
(Signature, name, designation and address of the Attorney)

Notes:

- 1) 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 and duly notarized by a notary public.
- 2) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 3) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.