

Office of the Engineer -in-Chief
Public Health Engineering Department
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No 13/Pro cell/ENCC/PHE/2020

Bhopal, dated 04.07.2020

Expression of Interest (EOI) for empanelment of the Contractors for execution of Piped Water Supply Schemes in Rural Villages of Madhya Pradesh under Jal Jeevan Mission (JJM)

Corrigendum No. 1

Following amendments are made in the NIT No. 062/ProCell/ENCC/PHE/2020 Bhopal, dated 25.06.2020:-

Sr.N	Criteria	Original	Amended
1	ORGANIZATIONAL DETAILS	i.) Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation/ Joint venture	i.) Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation/ Joint venture (As per conditions given in Annexure I for Joint Venture);
2	Clarification	The date of submission of offers shall be 15-07-2020.	


04/07/2020
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JOINT VENTURE (J.V.)

If J.V. is allowed following conditions and requirements must be fulfilled -

1. Bids submitted by a joint venture¹ of two or more firms (Maximum Three) as partners shall comply with the following requirements:
 - a. one of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. the partner in charge² shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of key personnel, work execution, and financing of the project³. All members of JV⁴ should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered⁵, so as to be legally valid and binding on all partners; and
 - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid⁶.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security⁷ of a Joint Venture shall be in the name of the partner **Lead Partner/joint venture**.
4. Attach the power of attorney⁸ of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders⁹.
6. Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Partner)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Bankers(s)			
Key Personnel			
Execution of Work			
(Give details on contribution of each in work and financials)			

1. Joint Venture is an arrangement in which two or more (maximum three) parties under an agreement for the purpose of executing a specific task/project and all parties shall be jointly and severally responsible to incur all the liabilities under the task/project, if awarded.
2. Partner in Charge – i.e. Lead partner.
3. This agreement shall also mention the NIT No., Name of Work, Name of Joint Venture Firm, lead partner and other partners.
4. The lead partner and the other partners shall have minimum 51% and 20% stake respectively in the Joint Venture.
5. The joint venture agreement should be made on Rs. 1000/- Non Judicial Stamp Paper, duly Notarized/registered.
6. The joint venture agreement entered into by the partners shall be submitted originally in envelope.
7. The Earnest Money Deposit and Performance Security of the joint venture shall be drawn in favour of the concerned Executive Engineer and on Account of the partner – i.e. Lead partner/joint venture.
8. Power of Attorney shall be prepared separately on Rs. 500/- Non Judicial Stamp Paper, duly Notarized and should be submitted originally in Envelope alongwith joint venture agreement.

RSW
04/17/2020

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