

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.**  
**O&M CIRCLE, BULDANA**

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**No.:-SE/BLD/T/ 5712**

**Dt:-5.11.2011**

***CORRIGENDUM***

**Sub:- Corrigendum** to add the additional condition in activity schedule of Tender No. SE/BLD/11-12/ T-43 to T-46.

**Ref:-** T.O. Tender No. SE/BLD/2011-12/T/ T-43 to T-46 for Supply, Erection, Testing and Commissioning work of High / Low Tension Lines & Dist. Transformers for Energisation of LT Agriculture Connections, on **Full Turnkey** basis under Buldhana Circle.

With reference to above subject, this office has floated the e-tender for Supply, Erection, Testing and Commissioning work of High / Low Tension Lines & Dist. Transformer Centers for energisation of LT Agriculture Connections, on Full Turnkey basis vide Tender No. SE/BLD/2011-12/T/ T-43 to T-46.

1) Bidding is open to all bidders consisting of a single firm/JV of two members.

**6) Qualification of the Bidder – for Joint Venture (Not more than two partners including the lead partner)**

**6.1 Conditions for award of Single contract**

In order to be qualified for award of Contract, the bidder (Joint Venture ) shall have an agreement entered into by the partners as per format given in section -5 with responsibilities of both the partners clearly defined & with confirmation of both the partners being jointly & severally liable for the execution of the Contract in accordance with the contract terms . The bidder (Joint Venture) will be required to satisfy the following minimum qualifying criteria, which takes precedence over any qualification requirements that may be stated in the specifications or elsewhere in the bidding document.

**a)** Any partner in a JV should have at least 3 years experience as a prime contractor in the construction of works of a similar nature & complexity to that required under this contract as per the requirements of sub clause 6.1 (d) such works should include construction erection, testing & commissioning of distribution lines , distribution transformers centers of varying capacities & allied works &

**b)** Both the partners in a JV should have annual turnover taken together during last three financial years (i.e., FY 2008-09 2009-10, 2010-11) & which is equivalent to the estimated cost the tender quoted for &

**c) General Experience : Lead Partner in a JV should have executed either** (i) a single order equivalent to at least 25% of the Estimated Cost of the Works , or (ii) two orders equivalent to at least 30% of the Estimated Cost of the Works, or (iii) three orders equivalent to at least 40% of the Estimated Cost of the Works in Distribution sector during the last three financial years (i.e. FY 2008-09 2009-10 & 2010-11) **and**

**d) Specific experience: Any partner should have prior experience in executing a single order of similar nature** of work in distribution sectors / systems with a minimum value equivalent to at least 20 % of the estimated cost of works, during the last three financial years; (i.e. FY **2008-09 2009-10 & 2010-11**); and

e) the lead partner should possess a valid Electrical Contractor's license issued under the Act;

f) the Lead Partner of JV should be registered as a contractor/ equipment supplier/ vendor with the MVAT authorities at the time of submission of the bid; and

g) Both the partners together shall have a sufficient network which prove that their networth ( which is defined as ' Net value of assets minus net value of liabilities) ' of not less than 20% of the total estimated cost of works bid for. The lead partner should fulfill at least 50% of the requirement of the Net worth and,

**h) Both Partners in JV together shall have sufficient funds & must satisfactorily demonstrate** (i) cash flow / cash equivalent ( lines of credit) requirement of atleast 25% ( Twenty five percent) of not less than the estimated cost of the works taken together & that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit and other financial means - other than contractual payments - to meet (ii) the overall cash flow requirements for this contract ( total bids taken together & its other current works commitments of all works at hand.

i) Notwithstanding any qualifying requirement as referred above the employee reserves its exclusive right to relax any of the qualifying criteria in the interest of the Company and / or in the interest of healthy and better competition.

i) Registered power of Attorney in respect of joint venture agreement

6.2 To qualify for award of contract both the partners in JV shall submit the document as per clause no. 5.2.

**SAMPLE FORM-**

**REGISTERED/ NOTARIZED JOINT VENTURE AGREEMENT**

**(On Non Judicial Stamp Paper of Rs.100/- value)**

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE  
MEMBER ALONGWITH MEMBER-INCHARGE FOR EXECUTION OF PROJECT No.

\_\_\_\_\_ in \_\_\_\_\_ State.

This DEED OF UNDERTAKING executed this \_\_\_\_ day of \_\_\_\_\_ Two  
THOUSAND ELEVAN by \_\_\_\_\_ having its Registered office at  
\_\_\_\_\_ (hereinafter called the Member which expression shall  
include its successors, administrators, executors and permitted assigns) and M/s.  
\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the  
Member-in charge which expression shall include its successors, administrators, executors and  
permitted assigns)) in favor of The S.E, Maharashtra State Electricity Distribution Company Ltd,  
BULDHANA Circle (hereinafter called the Employer).

WHEREAS the Employer invited Bids as per its BID No.

AND whereas the bid documents stipulate that bidding is open to the Bidder who possesses the  
requisite eligibility and experience as per instructions to Bidders Clause No2 & 3 (including Sub-  
Clauses), Section-1 of Volume-1 forming part of the bid documents.

AND WHEREAS the instructions to Bidders forming part of the Conditions of Contract inter-alia  
stipulate that the Joint Venture Bidder along with its Member must fulfil individually the  
qualifying requirements and be jointly and severally bound unto and responsible for the  
successful performance of the Contract in the event the Bid is accepted by the Employer  
resulting in a "Contract".

AND WHEREAS M/s. \_\_\_\_\_ has submitted the Joint venture proposal to the  
Employer vide No. \_\_\_\_\_ dated \_\_\_\_\_ on behalf to the joint venture member as per enclosed  
Power of Attorney signed by legally authorized signatories of both the Members.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the Award of contract by the Employer to the Member-In charge, I the  
Member of the Joint Venture do hereby declare and undertake that we shall be jointly  
and severally responsible and bound unto the Chief Engineer, Maharashtra State  
Electricity Distribution Company Ltd, ----- Circle, ----- for the successful  
implementation and performance of the characteristics as specified in the Contract to the  
satisfaction of the Employer.

In case of any breach of the Contract committed by the Member-In charge, I the member  
do hereby undertake, declare and confirm that I shall be fully responsible for successful  
performance of the Contract and undertake to carry out all the obligations and  
responsibilities under the Contract in order to discharge the obligations of the Member-In  
charge stipulated in the Contract.

2. Further, if the Employer suffers any loss or damage on account of any breach of the  
Contract, I the Member and the Member-In charge jointly and severally undertake to  
promptly indemnify and pay such loss or damages to the Employer on its written demand  
without any demur, reservation, contest or protest in any manner whatsoever. This is  
without prejudice to any rights of the Employer against the Member-In charge under the

- Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to proceed against Member before proceeding against the Member-In charge nor any extension of time or any relaxation by the Employer to the Member-in charge shall prejudice any rights of Employer under this Deed of Joint Venture Agreement against the Member/Member-In charge.
3. Without in anyway affecting the generality and total responsibility in terms of this Deed, the Member hereby agrees to depute their technical experts from time to time to the Member/Member-In charge/Employer's project site (s) as mutually considered necessary by the Employer/Member-In charge and the Member to ensure proper design, manufacture, erection, testing and successful performance of the equipment under the said Contract in accordance with Contract specifications and if necessary the Member shall advise the Member-In charge suitable measures to discharge the obligations under Contract.
  4. The Financial liability of the Members to Employer with respect to any and all claims arising out of the performance or non-performance of the obligations set forth in this Deed read in conjunction with the relevant provisions of the Contract, shall, however, be limited to the extent of 115% value of the entire scope of work of the Member as identified in the Contract. This is, however, without prejudice to various financial liabilities and obligations of the Member-In charge in terms of the Contract and this Deed.
  5. The Member-In-charge has been authorised to incur liabilities and receive instructions for and on behalf of the member. Payment shall be made exclusively to the Member In-charge.
  6. This Deed shall be construed and interpreted in accordance with the laws of India and the Courts in Buldhana city shall have exclusive jurisdiction in all matters arising under this Agreement.
  7. I, the Member and the Member-In charge agree that this Agreement shall be irrevocable and shall be an integral part of the Contract and further agree that this agreement shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it. It shall become operative from the Starting date of the Contract.
  8. We, the Member and the Member-In charge will be fully responsible for the quality of all Equipment/Components manufactured/supplied and erected and if necessary, their repairs or replacement for successful completion/performance of "The Works" in terms of the Contract.

IN WITNESS WHEREOF, the Member and the Member-In charge through their Authorised Representatives, have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above.

For M/s. \_\_\_\_\_ (First Member)

(Signature of Authorised Representative)

1) Witness \_\_\_\_\_  
(Name)

2) \_\_\_\_\_  
(Signature Designation)

\_\_\_\_\_ Common Seal of the Company

Name in Block Letters

\_\_\_\_\_  
(Official Address)

FOR M/s. \_\_\_\_\_ (Member-In charge)

(Signature of Authorised Representative)

1. Witness: \_\_\_\_\_  
(Name)

2. \_\_\_\_\_  
(Signature Designation)

\_\_\_\_\_ Common Seal of the Company Name in  
Block Letters

\_\_\_\_\_  
(Official Address)

II) Date of submission is extended up to 11.11.2011 at 13.00 hrs.

Other Terms & condition of tender remain unchanged.

**Sd/-**  
Superintending Engineer,  
O&M Circle, Buldhana