

**Amendment-1 dated: 10.08.2018, Ref: NIT No. 1877 dated: 02.08.2018**

S. No.	Existing Provisions	Proposed Revised Provisions
Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium of two companies/firms with one of the members acting as the Lead Member of the Bidding Consortium.		
<b>General Eligibility Criteria</b>		
1	<p>This Invitation for Bids, issued by Employer is open to all firms including company(ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 (with amendment from time to time) barring Government department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p>Note: Unincorporated Joint Venture and Consortium Firms are not allowed</p>	<p>This Invitation for Bids, issued by Employer is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 (with amendment from time to time) barring Government department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p>In case, bidder is a Consortium / Joint Venture Firm, both the members of the Consortium/JV should meet above criteria. (For JV/Consortium, all members should have document as asked)</p>
2	Bidder should have valid GSTIN registration and PAN.	<b>Addition:</b> For JV/Consortium, all members should comply this criteria.
3	Bidder must be in relevant business similar to the scope of work under this NIT for minimum period of last 3 years ending previous month of bidding month.	<b>Addition:</b> For JV/Consortium, at least one of the member of JV/Consortium should comply this criteria.
4	Bidder should not be black-listed by any Central/State Govt. organization, PSU etc.	<b>Addition:</b> For JV/Consortium, all members should comply this criteria. Format shall be submitted as per <b>Annexure-A</b> to this amendment.
<b>Financial Eligibility Criteria</b>		
5	Bidder's average annual turnover for last three financial years (FY 2017-18, 2016-17 & 2015-16) should be at least Rs. 63.26 Crores.	<b>Addition:</b> For JV/Consortium, members may jointly comply this criteria.

6	<p>Net Worth for the each of the last three Financial Years should be positive.</p> <p><i>Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated loses (including debit balance in profit and loss account for current year) and intangible assets.</i></p>	<p><b>Addition:</b> For JV/Consortium, all members should have positive net worth.</p>
7	<p>Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than Rs. 9.03 Crores and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid.</p> <p><i>Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.</i></p>	<p><b>Addition:</b> For JV/Consortium, each member shall individually comply this criteria.</p>
<b>Technical Eligibility Criteria</b>		
8	<p>Bidder should have successfully supplied major items such as Distribution Transformers/ Cables/ Conductors to any Govt. Power Sector Utility in India in last 7 years from the originally scheduled bid submission date:</p> <p style="text-align: center;">Single Work Order of Rs. 72.30 Crores</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Two Work Orders of Rs. 45.18 Crores</p> <p style="text-align: center;">OR</p>	<p><b>Addition:</b> For JV/Consortium, members may jointly comply this criteria.</p>

	Three Work Orders of Rs. 36.15 Crores	
9	EMD Requirement	<b>Addition:</b> For JV/Consortium, EMD shall be submitted by the Lead Member.
10	Payment Terms	<b>Addition:</b> For JV/Consortium, all invoices shall be raised by Lead Member only and accordingly, all payments will be released to Lead Member only.

**Additional Requirements / Conditions for Consortium or Joint Venture (JV) Bidders:**

- 1) For JV / Consortium, there shall be a lead bidder exclusively specified and has to propose their associate. Associate's role has to be clearly defined.
- 2) A lead bidder shall submit only one bid for the tender. It or any member of JV shall not be a member either in individual capacity or as a member of another JV / consortium for the same tender.
- 3) All bid documents have to be signed by JV/consortium parties jointly and shall submit as per eligibility and tender requirements.
- 4) Number of members in a JV/ Consortium Firm shall not be more than **TWO**. JV/Consortium with Foreign companies is not allowed.
- 5) Joint venture / Consortium agreement - as per format **Annexure-B** has to be executed between the JV/ Consortium members and shall be submitted by the JV/ Consortium Firm along with the bid documents.
- 6) **Memorandum of Understanding (MOU):** The complete details of the members of the JV/ Consortium Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU as per their own customized format.
- 7) **Authorized Member of Joint Venture/ Consortium Firm:** 'Lead Bidder' shall be authorized on behalf of the Joint Venture/ Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to submit EMD/ PBG/ Security Deposit and such activities in respect of this tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Bidder' of the Joint Venture/ Consortium Firm.
- 8) A power of attorney (as per Annexure-IX of NIT document), duly notarized shall be submitted for individually for representatives of both members of Joint Venture/ Consortium Firm signing the bid documents.

- 9) Once the bids are submitted, the MOU shall not be modified / altered/ terminated during the period of engagement with RECPDCL including any extension later by RECPDCL or validity of any work order awarded to the said JV/ Consortium. In case, the tenderer fails to observe/comply with this stipulation, the Security Deposit / Performance Bank Guarantee (PBG) shall be liable to be forfeited.
- 10) Duration of the Joint Venture Agreement shall be valid during the entire engagement period/currency of the contract including the period of extension, if any.
- 11) EMD shall be submitted only in the name of 'Lead Bidder' at the time of bid submission and shall be deemed as EMD submitted by JV/ Consortium Firm.
- 12) Lead bidder and its associates are both responsible and liable for all acts / deeds etc jointly and severally for execution of the project/ Work/ Assignment etc. The Joint Venture/ Consortium members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of the contract or due to non-execution of the contract or part thereof. Failing in any of the above clauses at any time of engagement period, or extension if any will result into disqualification of bids/contract submitted by the bidder.

**UNDERTAKING TOWARDS NOT BEING BLACK-LISTED**

*(For Consortium/Joint Venture Firm)*

We, a Consortium/ Joint Venture Firm of M/s \_\_\_\_\_ and M/s \_\_\_\_\_ hereby give undertaking that neither this Consortium/ Joint Venture Firm nor each of the member companies of this Consortium/ Joint Venture Firm are black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

Further, if information furnished above stands false at any stage of tender, we shall be completely liable for actions taken by RECPDCL as per terms & conditions of the tender including disqualification from tender/contract with RECPDCL and exclusion from future contracts/assignments.

(Authorized Signatory of Lead Member)

(Authorized Signatory of Consortium/JV Partner)

Name\*:

Name\*:

Designation\*:

Designation\*:

Seal & Sign:

Seal & Sign:

\* Please provide the name and designation of each signatory.

**AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM**

*(For Consortium/Joint Venture Firm)*

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This consortium/Joint Venture agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2018\_\_ at \_\_\_\_\_ Between \_\_\_\_\_ (hereinafter referred as “\_\_\_\_\_”) and having office at \_\_\_\_\_, India Party of the First Part And \_\_\_\_\_ (hereinafter referred as” \_\_\_\_\_”) and having office at \_\_\_\_\_, India Party of the Second Part

Whereas RECPDCL has invited tender vide no: RECPDCL/TECH/TRP/18-19/1877 dated: 02.08.2018 for selection of agencies for Supply of materials for sub-transmission and distribution network in Tripura for electrification works under SAUBHAGYA/DDUGJY Scheme.

And whereas a combination of entities who, have executed a binding agreement in the prescribed format, to enter into a Consortium/Joint Venture, and meeting the requirements stipulated in the tender document may submit a bid signed by the Lead Member, which shall legally bind all the Members of the Consortium/Joint Venture who will be jointly and severally liable for the performance and all obligations there under to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

And whereas the Parties have had discussions for formation of a Consortium/Joint Venture for the said tender and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

It is hereby as mutual understanding of the parties agreed and declared as follows:

1. M/s. .... shall act as Lead Member for and on behalf of Consortium/Joint Venture Members. The said Consortium/Joint Venture Members further declare and confirm that we shall jointly and severally be liable and shall be fully responsible to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

2. The Lead Member is hereby authorized to:

(i) Sign and submit the bid on behalf of Consortium/Joint Venture members pursuant to the bid initiated

(ii) In the event, the Consortium/Joint Venture Firm being empanelled with RECPDCL, to enter into any awarded Contract with RECPDCL, including negotiation of the terms thereof.

(iii) To receive all payments on behalf of the Consortium/Joint Venture Firm from RECPDCL.

3. In case of any breach of the stipulations of the tender/bid Document by the Lead Member, Consortium/Joint Venture Partner along with the Lead Member do hereby agree to be fully liable and responsible to carry out all the obligations and responsibilities under the tender and any awarded Contract later on.

4. It is further agreed by the Members that the sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to RECPDCL.

5. It is clearly understood that the lead member shall ensure performance under the agreements and if Consortium/Joint Venture Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium/ Joint Venture Members.

6. This Consortium/Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts in Delhi shall have the exclusive jurisdiction in all matters arising there under.

In witness whereof, the Members to the Consortium/Joint Venture agreement have through their authorized representatives executed these presents and affixed seal of their companies, on the day, month and year first mentioned above.

(Party of the first part)

(Party of the second part)

Name\*:

Name\*:

Designation\*:

Seal & Sign:

Witness:

- 1.
- 2.

\* Please provide the name and designation of each signatory.

Designation\*:

Seal & Sign: