

Corrigendum-II

Jal Jeevan mission (JJM)

State Water and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra

RFP: Selection of consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Aurangabad Region.

Respective lines of the mentioned clauses has been revised and other part of the clause will be remain unchanged.

Sr. No.	RFP Reference (Section No.)	Original Clause	Revised Clause
1	Part-II DATA SHEET Clause No 1.3 Bid Invited from	An Indian Consulting firm fulfilling the minimum eligibility criteria. NO Joint Venture/ No Consortium Allowed.	Bids are invited from the consulting firm registered in India and fulfilling all minimum eligibility criteria. a. Joint venture is allowed only with one firm. b. Joint venture consulting firms should submit registered joint venture agreement in the attached format only. c. An individual consulting firm cannot be joint Venture for more than one firm for this tender and cannot participate individually (if the firm is member of joint venture) for this tender. d. Members of the Joint Venture shall nominate one member as the lead member. The lead member should fulfill more than 50% of turn over criteria mentioned in the eligibility criteria for this tender.
2	Minimum eligibility Criteria : Clause 4a	Should be a Proprietary firm /Partnership firm/Private Limited/Limited Company/Corporate body legally constituted or Limited Liability Partnership Firm and should be registered with the appropriate registration authority in India	Should be a Proprietary firm /Partnership firm/Private Limited/Limited Company /Corporate body legally constituted or Limited Liability Partnership Firm / Joint venture firm and should be registered with the appropriate registration authority in India
3	Minimum eligibility Criteria: Clause 4b	Should have at least TEN years (from 1/1/2010) of working experience in Water Sector as a PMA/PMC/PMU for any Government/ semi	Should have at least TEN years (from 1/1/2010) of working experience in Water Sector as a PMA/PMC/PMU/Construction Supervision/SQC/

Sr. No.	RFP Reference (Section No.)	Original Clause	Revised Clause
		Government / Public sector unit / Local statutory bodies.	Independent Verification Agency/Third Party Inspection for any Government/ semi Government / Public sector unit / Local statutory bodies.
4	Minimum eligibility Criteria: Clause 4e	Should fulfill any one of the following experience criteria from April 2013 onward.	Should fulfill any one of the following experience criteria from 01/01/2010 onward.
5	Liquidity Damages Clause 21.5	It shall be at the discretion of Client to accept or not to accept the supply of services rendered by the selected consulting firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. Client shall have right to terminate the contract with respect to undelivered service.	It shall be at the discretion of Client to accept or not to accept the supply of services rendered by the selected consulting firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. Client shall have right to deduct the liquidated damages @Rs.10000/- per day per project delayed or may terminate the contract.
6	Part-II DATA SHEET Clause No 13.3 Date & Time for online Submission of Proposal	Submission End Date: 12/11/2020 Time: 17.00 Hrs.	Submission End Date: 26/11/2020 Time: 17.00 Hrs.

Sd-
Mission Director
Jal Jeevan Mission
State Water and Sanitation Mission

JOINT VENTURE AGREEMENT

This agreement of joint venture made and entered into at on this ____ day of by and between M/s. a company incorporated underAct and having its Registered Office at (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns) and M/s.a company incorporated underAct and having its Registered Office at (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of providing consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Aurangabad Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra having its Registered Office at 1st Floor, CIDCO Bhavan , Southwing ,CBD Belapur ,Navi Mumbai -400614 (hereinafter called the "Client").

WHEREAS the Client invited bids for providing consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Aurangabad Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra.

JOINT VENTURE

Whereas Parties hereto declare that they agree and undertake to form a joint venture for the purpose of applying consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Aurangabad Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra, as an integrated joint venture. The J.V. shall be called as " Name of joint venture firm ".

The parties are not, under this agreement entering into any permanent partnership or joint venture to undertake any contract other than the subject work.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above, all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Client to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s.....shall act as Lead Partner and in charge of the joint venture, for all intents and purpose. And further declare and confirm that we shall jointly

and severally be bound unto the Client for the successful performance of the Contract and shall be fully responsible for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Aurangabad Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra in accordance with the Contract.

2. That the managing director of the lead partner of the joint venture shall be the manager of the joint venture firm and shall have the power to control and manage the affairs of the joint venture.
3. In case of any breach of the said Contract by the Lead Partner or other Partner of the Joint Venture agreement, the other Partner do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
4. Further, if the Client suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the services in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Client, on its demand without any demur. It shall not be necessary or obligatory for the Client to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).
5. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance of non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
6. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
7. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction in all matters arising there under.
8. In case of an award of a Contract, We the Partners to the Joint Venture Agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Client in the forms acceptable to Client.
9. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Client discharges the same. It shall be effective from the date first mentioned above for all purposes and intents. Partner to these presents before proceeding against or dealing with the other Partner(s).
10. That on behalf of the "joint venture, Lead Partner " shall have the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on the joint venture. All payment and under the contract shall be made into the joint venture's bank account.

11. One bank account shall be opened in the name of J.V. to be operated by the individual signatory as mutually decided by the representatives of joint venture partners.
12. That each partners of the J.V. agrees and undertakes to place at the disposal of the joint venture the benefit of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibilities including the provision of information, advice and other assistance required in connection with the work. The share and the participation of the all the partner in the joint venture shall broadly be as follows.

Name of partner	Percentage of shares
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1.	<u>Party No.1</u>	
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2.	<u>Party No.2</u>	
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13. And all rights, interests, liabilities, obligations, work experience and risks (and all net profit or net losses) arising out of the contract shall be shared or born by the parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bounds, guarantees, sureties required for the work as well as its proportionate share in any working capital and other financial requirements.
14. Any loan/advances shall be shared by the Party No.1 and Party No.2 at the ratio of _____ & _____ respectively.
15. All funds, finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreed by them.

Site management:-

- a. A lead partner of Joint venture partners will manage the execution of the consultancy services on the site. The lead partner shall be authorized to represent the joint venture on site, in respect of matters arising out of or under the contract.
- b. The _____ *Name of joint venture firm* shall be jointly and severally responsible and liable towards the client for the execution of the contract condition.
- c. The joint venture deed shall be registered with the Registrar of partnership firms.
- d. This joint venture agreement shall not be dissolved till the completion of defect liability period as stipulated in the contract document.
- e. This joint venture agreement is deemed to be null and void in case the joint venture firm is not qualified by the client or unsuccessful in the award of work.
- f. That question relating to validity and interpretation on this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Mission Director, SWSM and his decision in this respect shall be final and binding to both the parties. Neither the obligation of each party hereto performs the contract nor the execution of the work shall stop during the course of this arbitration processing or as a result there of.
- g. That no party to the J.V. has the right to assign any benefits, obligations or liability under the agreement to any third party without obtaining the written consent of the other partner and employer.
- h. Bank account in the name of the joint venture firm may be opened with any scheduled or

nationalized bank and the representatives of the J.V. partner are authorized to operate upon individually.

- i. That both the parties to the J.V. shall be responsible to maintain or cause to maintain proper books of accounts in respect of the business of the joint venture firm and the same shall be closed as at the end of the every financial year.
- j. That upon closure of the books of account balance sheet and profit and loss account as to that state of affairs of the firms as the end of the financial year and as to the profit or loss made or incurred by the firm of the year ended of that day, respectively shall be prepared and the same shall be subject to audit by a chartered accountant.

LEGAL JURISDICTION

All matters pertaining or to commencing from this joint venture agreement involving the employer shall be subject to jurisdiction of high court of judicature at **Mumbai**.

NOTICES AND CORRESPONDENCE

All correspondence and notice to the joint venture shall be sent to the following address.

_____ *(Address)* _____

SIGNED, SEALED AND DELIVERED

BY THE WITH NAME

(Name of First Party)

(Name of Second Party)

WITNESS :-

1.

2.