

**WATER RESOURCES DEPARTMENT, NAGPUR**  
**VIDERBHA IRRIGATION DEVELOPMENT CORPORATION NAGPUR**  
**CIRCLE : Command Area Development Authority, Nagpur**  
**DIVISION : Bagh Itiadh Irrigation Division, Gondia**

**Name of work :** Special Repairs to Damaged portion of End Weir of Kalisarar Dam. Tah- Salekasa,  
Dist-Gondia.

**CORRIGENDUM - I / 2013-14**

Bid for above mentioned work is published on the website of VIDC on 15/1/2014 vide this office tender notice no. 6 / 2013-14 and system Generated Tender no. 251. However following Formats are missing in BID CAPACITY ASSESMENT document. These Formats are given here below. Similarly, Corrections/clarification in bid capacity document are as per Table-1 below. These should be uploaded with bid capacity assesment document and to be considered as part of bid capacity document.

**TABLE -1**

<u>Sr. No.</u>	<u>Reference page no. of Bid Capacity Document</u>	<u>As Published</u>	<u>Correction/Clarification</u>
1	<b>3.30</b> Documents to be uploaded sr. no.( xviii ) page no. 7	Similar works in format VII	Blank format as per proforma 4 given on page 43
2	<b>3.30</b> Documents to be uploaded sr. no.( xix ) page no. 7	General Experience in format VIII	Blank format as per proforma 1a given on page 37
3	<b>3.30</b> Documents to be uploaded sr. no.( xxiii ) page no. 8	Technical & supervisory personnel Proforma-5	Blank format as per proforma 3 given on page 42
4	<b>3.30</b> Documents to be uploaded sr. no.( xxiv ) page no. 8	Resources: Plant & Equipment Proforma-6, 6a, 6b	Blank format as per proforma 2 given on page 41 <b>DELETED.</b> Revised format no. xxiv enclosed in corrigendum.

**Sr. No. : Additional Format**

**Format - 1**

(SEPARATE INFORMATION FOR EACH WORK)

**For the work completed/under progress as on 31.3.2013**

**CERTIFICATE**

1	Name of work	
2.	Estimated Cost	
3.	Agreement No	
4..	Name of Contractor	
5.	Tendered Cost.	
6.	Date of work order.	
7	Stipulated period of completion	
8	Schedule date of completion	
9	Extension granted 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	
10	Final Date of completion	
11	Revised Cost of work	
12	Cost of work executed	
13	Balance amount of work	
14	Reasons for non completion of work in schedule period of completion	--

15	A) Whether any penalties/stop notices/compensation liquidated damages imposed	
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**Details of work done**

	Excavation Tcum	Embankment Tcum	Concrete all grades Tcum	Steel Reinforce- ment Metric Ton	Cost of work ( Rs: Lakhs)
Tendered Qty					
Revised Qty					
Executed Qty					
Balance Qty					
Year wise Breakup					
Vth					
IVth					
IIIrd					
IInd					
Ist					

17	Remarks of Executive Engineer about the Contractor working style quality consciousness, tendency of claims arbitration	
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Outward No.  
Date

Seal

( E.E. Stamp with Name )

**Sr. No. xx**

**PROFORMA- 2**  
**FINANCIAL STATEMENT**  
**( To be given separately for each Partner in case of Joint Venture )**

1		Capital	
	a)	Authorized	
	b)	Issued and paid up	
2.	a)	Date of incorporation of the firm	
	b	Duration of existence of the firm	
3		Furnished balance sheet and profit and loss statement with Auditor's report for the last five years, it should interalia with the following information	
	i)	Your working capital	

ii) Your Turnover on Civil Engineering works.

Year as stated in Annex-A	Amount of turnover during the year (Rs. in lakhs)	Multiplying Factor	Amount of turnover brought to current price level ( by multiplying amounts in col.2 by factor give in Col.3 ( Rs. in lakhs)
1	2	3	4
Vth Year		1.50	
IVth Year		1.40	
IIIrd Year		1.30	
IInd Year		1.20	
Ist Year		1.10	

iii) Your Gross Income

Year	Gross Income (Rs.in lakhs)	Year	Gross Income (Rs.in lakhs)
Vth		IInd	
IVth		Ist	
IIIrd			

4		Total liabilities	
	a)	Current Ratio	
	1	Current Assets (Rs. in lakhs)	
	2	Current liabilities ( Rs. in lakhs)	
	b)	Total liabilities to net worth	
5		Debit equity ratio (Defined as Debit/Equity)	
6		What is maximum value of project that you can handle ( Rs. in lakhs )	
7		Have you ever denied tendering facilities by any Govt. Dept./Public Sector undertaking ( Give details)	
8		What are your source of finance ( Please give complete details, Bank reference also)	
9		Certificate of financial soundness from Bankers of applicant.	
10		Furnish the following information for last five years (duly certified by the respective Banks)	
	a)	Bank Guarantee limit enjoined by the firm during each of the last five years with Bank wise break up.	
	b)	Portion of Bank Guarantee already utilized as on date of application.	
11		Overdraft limits enjoyed during each of the last five years with Bank wise break up ( Rs. in lakhs.)	
12		Name and address of Bankers to whom reference can be made .	
13		Have you ever been declared bankrupt( if yes, please give details)	

Certified that the above information is true and correct to the best of my knowledge and belief.

**Signature of Bidder**

**Sr. No. xxi**

**PROFORMA-3**

**Details of works tendered for as on the date of submission of  
Bid Capacity document.**

<b>Sr. No.</b>	<b>Particulars</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6) etc.</b>
1.	Name of work						
2.	Estimated Cost						
3.	Tendered Cost ( Rs. in Lakhs)						
4.	Date when decision is expected						
5.	Stipulated date and period of completion						
6	Name, designation and address with whom the contents of the above information can be verified.						
7	Remarks.						

Certified that the above information is true and correct to the best of my knowledge and belief.

**Signature of Bidder**

**Sr. No. xxii**

**PROFORMA-4**  
**JOINT VENTURE**

If the bidder intends to enter into a Joint Venture for the project, please give the following information otherwise state " Not applicable"

1. Name and address of Joint Venture
  
2. Name and address of all Partners of Joint Venture
  
3. Name of Firm leading the Joint Venture
  
4. Indicate the responsibility of the firm leading the Joint Venture and responsibility of other Joint Venture partners.
  
5. Names and address of bankers of the Joint Venture
  
6. Details regarding financial participation of each firm in the Joint Venture. Certified copy of the agreement of Joint Venture shall be attached.

Certified that the above information is true and correct to the best of my knowledge and belief.

**Signature of Bidder**

**PROFORMA-4a**  
**( To be typed on Rs. 100 stamp paper )**  
**Responsibilities of lead contractor/ firm in case of Joint Venture**

I, .....

Partner of .....firm as lead contractor of the tender contractor and Shri.....other partner of the firm in the Joint Venture for the tender contract .

We have registered a partnership firm known as ..... bearing Registration No..... for the year 200 , dated.....registered in the office of the Registrar of partnership firm at ..... for the purpose of tender.

We hereby certify that, in case of my dispute, breach of contract of liability (physical or financial ) on the part of any partner of the Joint Venture firm , we as the lead firm of the Joint

Venture shall be liable and responsible to fulfill all the terms and conditions of the tendered contract and for all the liabilities including recoveries if any or financial liabilities arising out of the contract or physical completion of work, till the expiration of the liability period under the contract.

Place :

Date :

**Signature & stamp of lead firm**

Witness:

1).....

2) .....



**PROFORMA-4b**

**MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT**

FOR  
CONSTRUCTING .....  
.....  
DEED OF PARTNERSHIP ( JOINT VENTURE OF .....  
.....

This Memorandum of Understanding for Joint Venture Agreement made and entered into all at  
“.....”this.....day of .....2014 by & between :

1. ....with its registered office at  
.....hereinafter referred to as  
.....

AND

2. .... with its  
.....  
..... hereinafter referred as “.....”

**DEFINITIONS**

In this deed the following words and expressions shall have the meaning set out below

“ The Joint Venture (“JV” for short) shall mean.....and.....  
Joint Venture collectively acting in collaboration for the purpose of this agreement.

“ Apex Co-ordination Body (ACB) shall mean the body comprising Managing Directors of the parties to  
Joint Venture.”

“The Owner ” shall mean –  
Chief Engineer, Water Resources Department, Nagpur-1

“The works ” shall mean the Construction.....  
.....

“The Contract” shall mean the Contract entered into or to be entered into between the Joint Venture and  
the owner for the works.

**JOINT VENTURE ( JV)**

Where as the Parties hereto declare that they agree and undertake to form a Joint Venture for the  
purpose of execution of the works, as an integrated Joint Venture, The JV shall be called as  
“..... JOINT VENTURE ”for short.

Provided that the Parties are not, under this agreement, entering into any permanent partnership or Joint Venture to Tender or undertake any contract other than the subject works.

Nothing herein contained shall be considered construe the Parties or Partners to constitute either Party the agent of the other.

#### WITNESSES

Whereas the Executive Engineer.....  
hereinafter referred as the Executive Engineer, have agreed to award the work of Construction  
of .....  
.....hereinafter referred as " the works, to the Joint  
Venture "

Where as.....and ..... wish to execute the Contract if awarded as  
per the terms of this indenture.

Now therefore this Deed of Partnership Witnesses as follows :

1. That these recitals are and shall be deemed to have been part and parcel of the present MOU for JV.
2. That this J.V. Agreement shall come into force from the date of this J.V. i.e.....2014
3. That the operation of this MOU for shall come into force from the date of this J.V. i.e.....2014
4. That the name of the Joint Venture firm shall be "..... Joint Venture .....(J.V.) in short.
5. That.....and ..... shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid documents/ Contract  
as integrated JV styled as "..... JOINT VENTURE."in short.
6. That this Agreement for Joint Venture firm (herein after referred to as JV) shall regulated the relations between the parties and shall include, without being limited to them, the following conditions.

- (a) ..... shall be lead Company in charge of the Joint Venture for all intents and purposes.
- (b) The parties hereto shall be jointly and severally liable to VIDC for all acts, deed and things pertaining to the contract. The contract for the works shall be signed by Shri.....to whom necessary General Power of Attorney signed by all signatory / les, suitable as described above shall be issued by the JV and delivered to the owner.
- (c) That the Director of one of the parties to the JV M/s..... shall be lead Manager of the JV firm and shall have the power to control and manage the affairs of J.V.
- (d) That on behalf of the Joint Venture Shri.( ..... ) shall have the authority to incur liabilities, receive instructions and payments , sign and execute the contract for and one behalf of the Joint Venture All
- (e) One or Two Bank accounts shall be opened in the name of J.V. to be operated by the individual signatories as mutually decided by representatives of the Joint Venture Partners.
- (f) That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experiences, technical knowledge and skill and shall in all respect bear its share of the responsibility including the provision of information advice and other assistance required in

connection with the works. The share and the participation of the ..... partners in the JV shall broadly be as follows.

Name of the Contractor : Share percentage  
.....

- (g) And all rights, interests, liabilities, obligations, work experience and risks ( and all net profits or net losses ) arising out of the Contract shall be shared or borne by the Parties in proportion to these shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees sureties required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating Body.
- (h) Any loan/advance shall be shared by the .....and ..... at the ratio of ..... respectively.
- (i) 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 and they shall be liable and responsible for the same.
- (j) Site Management :  
The execution of the work on the site will be managed by a Project Manager reporting to the ACB. The Project Manager shall be authorized to represent the JV on site in respect of matters arising out of or under contract.
- (k) That "..... " and"..... shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract conditions.
- (l) The JV deed shall be registered with the Registrations Firms M.S. Prior written approval of VIDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement once it is registered with the Register of firms, Maharashtra State, after the initial approved to the JV deed by the Corporation.
- (m) This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.
- (n) That question relating to validity and interpretation of this Deed shall be governed by the Laws of India.
- (o) That No party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without first obtaining the written consent of the other partner and the VIDC.
- (p) Bank account(s) in the name of Joint Venture firm may be opened with any Scheduled or Nationalized Bank and the representatives of JV partners are authorized to operate upon such accounts individually.
- (q) That both the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed as at the end of the every financial year.
- (r) That the financial year of the firm shall be the year ended on the 31<sup>st</sup> day of March every year
- (s) That upon closure of the books of account. Balance sheet and profit and loss Account as to the state of affairs of the firm as the end of the financial year and as to the profit or loss made or
- (t) Incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall be subject to audit by a Chartered Accountant.

- (u) The firm holding the power of attorney shall be responsible for the fulfilling the condition during the defect liability period after completion of work

LEGAL JURISDICTION :

- (v) All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction of High Court of Judicature at Mumbai.

NOTICES AND CORRESPONDANCE :

- (w) All correspondence and notices to the J.V. shall be sent to any one of the following addressee.

- (1) ..... (2).....  
.....

Will be intimated in due course within a week from date of "Work Order"

IN WITNESS WEHEREOF the parties have caused their duly authorized representative to sign below.

Signed for and behalf of

.....

Signed for and behalf of

.....

WITNESS 1).....

**Sr. No. xxiv**

**PROFORMA-6**  
**RESOURCES: PLANT & EQUIPMENT**

Sr. No.	Name of machinery & make	Total Machines with bidder		Machinery to be deployed for other works		Machinery to be deployed for this work			
						Owned		Hire	
		Capacity	No.	Capacity	No.	Capacity	No.	Capacity	No.
1.	Excavator / Poclain								
2.	Loader 3 Cum capacity								
3.	Tipper								
4.	Water Tanker Capacity 10000 litre.								
5.	Concrete mixer 10/7 cft								
6.	Compressor								
7	Needle Vibrator								
	TOTAL								

Certified that the above information is true and correct to the best of my knowledge and belief.

**Signature of Bidder**

**PROFORMA-6(a)**

**Details of plant and Equipment owned by the bidder which shall be used for construction of said wok in the following Proforma**

( Separate information for each type of equipment is required.)

1		Name of Equipment	
2		Number of Units	
3		Make & Year of Manufacture	
4		Source from where procured	
5		Production Capacity	
6		Type of prime mover	
7		Horse Power /K.V.of prime mover	
8		Normal lift plant hours specified by the Manufacturer	
9		Number of actual working hours put in by the machine	
10		Present Location	
11		Availability of equipment for this work	
12		The Bidder shall have to attach the documentary proof in respect of machinery owned by him as below.	
13	i)	R.T.O. Registration	
	ii)	Certificate of taxation	
	iii)	Goods carriage Permit in From P –Gd C (see Rule 72(i)7)	
	iv)	Certificate of fitness in Form No. 38 ( see Rule 62(i)7) Note:-In case of Non R.T.O. Machinery if the machinery is new the manufacturer's sale certificate shall be produced. In case of second hand machinery, the purchase document with proof of payment and balance sheet certified by the Chartered Accountant shall be produced. In lieu of certificate of Chartered Accountant, a certificate from the Scheduled Bank of having financed the machinery will be acceptable.	
14		Remarks.	

Certified that the above information is true and correct to the best of my knowledge and belief.

**Signature of Bidder**

**PROFORMA-6(b)**

**Details of Additional plant and Equipment's which are hired by the bidder for this work in the following Proforma**

(Separate information for each type of equipment.)

1	Name of Equipment	
2	Number of Units	
3	Kind of Make	
4	Country of Origin	
5	Capacity	
6	Approximate cost Rupees in Lakhs.	
7	How the equipment is proposed to be procured and give details of source/manufacturer	
8	Remarks	

Certified that the above information is true and correct to the best of my knowledge and belief.

Sr. No. xxv

**PROFORMA-7**  
**STRUCTURE AND ORGANIZATION**

- 1.0 Name of Applicant :
- 2.0 Nationality of Applicant :
- 3.0 Office Address :
- Telegraphic Address :
- Telephone Number :
- Telex Number :
- Fax Number :
- 4.0 (a) Year established (when and where) and legal name as formed individual / firm / company. :
- (b) Class of registration with Government of Maharashtra P.W. Dept. With category :
- 4.0 Whether the Applicant is
- (a) An individual / :
- (b) A proprietary firm :
- (c) A limited company or corporation :
- (d) A member of a group of companies ( if yes, give name address, connections and description of other companies ) :
- (e) A Subsidiary of a large organisation ( if Yes, give name and address of the organisation ). If the company is subsidiary what involvement, if any will the parent company have in the project. :
- (f) Joint Venture Consortia ( if yes, give Name and address of each partner ) :
- 6.0 Attach the organisation chart showing the structure of organisation including the position of the directors and key personnel. :
- 7.0 What best describes you
- (a) Engineers and Contractors :
- (b) Consulting Engineers and Contractors :
- (c) Contractors :
- (d) If other, please specify :



- 8.0 Number of years of experience
- (a) As a Prime Contractor
- i. In own country( Specify Country ) :
- ii. Internationally ( Specify Country ) :
- (b) In a Joint Venture Consortia
- i. In own country :
- ii. Internationally :
- (c) As a Sub-contractor
- i. In own country :
- ii. Internationally :
- 9.0 How many years has your organisation :  
 been in business under your present  
 name ? And what were your fields when  
 you established your organisation ?  
 When did you add a new field ( if any ) ?
- 10.0 Where you require to suspend :  
 construction for a period of more than  
 six months continuously after you  
 started ? If so, the reasons thereof.
- 11.0 Have you ever failed to complete any :  
 work awarded to you ( if so, which,  
 where and why ) ?
- 12.0 In how many projects have you asked :  
 for arbitration after rectification ( if so,  
 when, where and why ) and how many  
 cases settled in your favour ?
- 13.0 In how many projects you were imposed :  
 Penalties for delay ?
- 14.0 Have any key personnel or partner of :  
 your organisation ever been an officer  
 or partner of some other partner of  
 some other organisation that failed to.  
 complete the construction contract ?  
 ( if so, state name of individual / other  
 organisation )
- 15.0 Have any key personnel or partner of :  
 your organisation ever failed to  
 complete the construction contract  
 handled in his own name.
- 16.0 In what fields do you claim :  
 specialisation and are interested to  
 work ?

17.0 Give details of your experience in :  
modern concrete technology and work  
for manufacture and quality control.

18.0 Give details of your material testing :  
laboratory and mobile laboratories.

believe. Certified that the above information is true and correct to the best of my knowledge and

Signature of Contractor

**Sr. No. xxvi**

**PROFORMA-8**  
**Quality Control Equipment and personnel with Bidder**

1) Quality Control Equipment with bidder.

<b>Sr.No</b>	<b>Name of test</b>	<b>Make of the instrument</b>	<b>Capacity</b>
1	Field Density by core cutter method		
2	Field Density by Sand Replacement method		
3	Sieve Analysis		
4	Silt Content of Sand		
5	Slump Test		
6	Compressive strength		
	Total		

2) Details of Quality control personnel with the bidder

<b>Sr. No.</b>	<b>Particulars</b>	<b>Min. Nos. required</b>
1.	Quality control Engineer (Graduate with 1 year OR D.C.E with 3 years experience in testing for Q.A)	
2.	Laboratory Assistant (ITI certified course and 1 years experience)	

**Signature of the bidder**