

## **Corrigendum-1**

**Name of work - Distribution Network for Nabinagar Division of Right Main Canal (RMC), Bihar Portion under North Koel Reservoir Project, Jharkhand and Bihar**

<b>Sr. No.</b>	<b>Page No./ Clause</b>	<b>Clause details</b>	<b>Existing Condition</b>	<b>To be read as</b>
1.	Pg. 8, Sr. No. 6 of Data Sheet	Pre-Bid Conference	Queries by email only (email- ata@wapcos.co.in, atj@wapcos.co.in)	Pre-Bid Conference will be held on 14.01.2026 at 3:00 PM in Hybrid Mode.  Bidders who are interested to attend online may request the meeting link by sending an email between 12.01.2026 to 14.01.2026 (up to 2:00 PM) to the following email IDs: <a href="mailto:wapcos.rud@gmail.com">wapcos.rud@gmail.com</a> ata@wapcos.co.in atj@wapcos.co.in
2.	Pg. 13, Clause No. 5 of Section I: Notice Inviting Tender (NIT)	Pre-Bid Conference	No Pre Bid Conference - Queries by Email Only.	Pre-Bid Conference will be held on 14.01.2026 at 3:00 PM in Hybrid Mode.  Bidders who are interested to attend online may request the meeting link by sending an email between 12.01.2026 to 14.01.2026 (up to 2:00 PM) to the following email IDs: <a href="mailto:wapcos.rud@gmail.com">wapcos.rud@gmail.com</a> ata@wapcos.co.in atj@wapcos.co.in
3.	Pg. 43, Clause No. 8 of Section II: Instructions to Bidders (ITB)	Pre-Bid Conference	No Pre Bid Conference - Queries by Email Only.	Pre-Bid Conference will be held on 14.01.2026 at 3:00 PM in Hybrid Mode.

				Bidders who are interested to attend online may request the meeting link by sending an email between 12.01.2026 to 14.01.2026 (up to 2:00 PM) to the following email IDs: <a href="mailto:wapcos.rud@gmail.com">wapcos.rud@gmail.com</a> ata@wapcos.co.in atj@wapcos.co.in
4.	Pg. 10, Sr. No. 16 of Data Sheet	Joint Venture JV/ Consortium	Not Allowed	Joint Venture Allowed

Note – The enclosed JV conditions are to be read along with other conditions stipulated in Tender Information Summary (TIS) and Appendix to Instructions to Bidders (AITB)

## **Terms and Conditions for Joint Ventures (JV)**

1. **Definition of Joint Venture (JV)** : A Joint Venture (JV) shall mean an association of **two (2) firms/contractors or three (3) firms/contractors** who combines their technical expertise, financial strength, and resources for execution of the works under this contract and who are **jointly and severally liable** for successfully completion of work including Defect Liability Period (DLP).
2. **Composition of Joint Venture and Requirements:**
  - a) One member of the JV shall be designated as the **Lead Partner**.
  - b) Separate identity/ name shall be given to the Joint Venture
  - c) Joint Venture (JV) should have no more than three members. Among the members, one must be the Lead Member, holding at least 51% of the interest in the JV. Other members should have a share of at least 20% each in JVs with up to three members.
  - d) A member of the JV cannot participate in the same tender as an individual or as part of another JV.
  - e) JV members are **jointly and severally liable** for successfully completion of contract including Defect Liability Period (DLP).
  - f) Following documents from the JV along with the tender in addition to the qualification requirements as stated in the tender document shall be required:
    - i. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
      - 1) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar
      - 2) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper
      - 3) A notarized or registered copy of Power of Attorney in favour

of the individual to sign the JV Agreement on behalf of the partnership firm and create liability against the firm

- 4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by any Ministry / Department of the Govt. of India from participation in tenders.

ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- 1) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

iii. In case one or more members of the JV is/are companies, the following documents shall be submitted:

- 1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement
- 2) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company
- 3) A copy of Certificate of Incorporation
- 4) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign JV Agreement on behalf of the company and creates liability against the company.

iv. In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- 1) A copy of LLP Agreement
- 2) A copy of Certificate of Incorporation of LLP
- 3) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

- 4) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the JV agreement on behalf of the LLP and create liability against the LLP
  - 5) An undertaking by all partners of the LLP that they are not blacklisted or debarred by any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for rejection.
- V. In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
- 1) A copy of Certificate of Registration
  - 2) A copy of Memorandum of Association of Society/Trust Deed
  - 3) A copy of Rules & Regulations of the Society
  - 4) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

### **3. Qualifying Criteria:**

- 1) The combined experience of all JV partners/members shall be considered to meet the eligibility criteria for similar works.

The bidders should also have successfully completed during last Seven (7) years ending previous day of last date of submission of tenders of minimum values specified herein below:

**Three (3) similar completed works of order value each not less than Rs. 19.14 Cr.**

**Or**

**Two (2) similar completed works of order value each not less than Rs. 23.93 Cr.**

**Or**

**One (1) similar completed work of order value not less than Rs. 38.28 Cr.**

Here "Similar work" refers to Construction of Irrigation projects (including Earthwork of Canals and Canal Structures such as CD Work, Bridges, Regulators, Falls, etc.) for any Central Govt. /State Govt. /PSU or any Govt. Authority.

(Completion Certificate of Executed works need to be enclosed along with work order/agreement as proof of completion)

- 2) Non-lead members of the JV shall meet the similar works eligibility demonstrating a minimum technical capacity equal to Rs. 19.14 crore and Completion Certificate of Executed works need to be enclosed along with work order/agreement as proof of completion
- 3) Value of a completed contract done by a Members/ partners in JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

For the purpose of value of work for the past experience of a firm in a JV, credit shall be given in proportion of the percentage share of the firm in that JV.

(a) As per details given in JV agreement forming part of the relevant Contract Agreement

(b) If JV agreement does not provide such details, then credit shall be given in proportion of the percentage share of the firm in that JV.

- 4) In case a JV quoting for the tender has executed similar work and construction experience in key activities, with the same constitution of JV,

the requirement specified to be met shall be considered to have been met treating the JV as a single entity for this purpose

- 5) For the purpose of “Financial Capability” of JV, Average Annual financial Turnover and Financial Liquidity shall be considered.
  - a) The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.
  - b) The “financial capacity” of the lead partner of JV shall not be less than 51% (fifty one percent) of the financial eligibility criteria mentioned in the tender document
  - c) The “financial capacity” of the non-lead partner of JV shall not be less than 25% (twenty five percent) of the financial eligibility criteria mentioned in the tender document
- 6) Each member of JV shall submit Yearly sales Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2024-25.
- 7) Each member of JV should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25. Audited Profit & Loss Statement for Last 5 (Five) years ending on the financial year 2024-25 are to be enclosed. Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number).
- 8) A Bidder, including any member in case the Bidder is in Joint Venture, should, in the last 3 (three) years, have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.
- 9) The Bidder, including any Member of Joint Venture, should provide details of all their on-going projects along with stage of litigation, if so, against the

Employer/ Governments.

10) The Bidder, including any Member of the Joint Venture, should also provide details of on-going process of blacklisting if so, under any contract with Employer/ Government.

**4. Earnest Money Deposit (EMD):**

The Bid Security/Earnest Money Deposit (EMD) should be deposited in the name of the JV by either the JV itself or an authorized representative. If the JV has not been legally established by the tender submission date, the Bid Security can be submitted in the name of all JV members as per the MOU, regardless of each member's share in the JV.

**5. Bid Capacity:**

Bid capacity of the Joint Venture shall be determined by combining the bid capacities of all JV partners.

**6. Bid Submission, Award of Work and Contract Signing:**

- a) The tender form should be obtained and submitted in the name of the JV, not any individual member. However, the tender form can be submitted by the JV, any of its constituent members, or a person authorized by the JV through a Power of Attorney.
- b) Bidders bidding as a JV shall submit a Joint Venture Agreement (JVA) mandatory along with the bid as per **“Form-9”**.
- c) The Bid Security/Earnest Money Deposit (EMD) should be deposited in the name of the JV by either the JV itself or an authorized representative. If the JV has not been legally established by the tender submission date, the Bid Security can be submitted in the name of all JV members as per the MOU, regardless of each member's share in the JV.

The MOU should include all the important information about the JV members, like who they are, how they'll share responsibilities and financial commitments, and what they're responsible for in terms of technical matters



and other obligations.

The Memorandum of Understanding (MoU) should not be altered during the tender's validity. Failure to comply may result in the forfeiture of the full Bid Security/Earnest Money Deposit (EMD). Changes to the composition of the Joint Venture (JV) after tender submission and during the contract are not allowed, except when necessary, due to legal requirements, with the condition that the minimum eligibility criteria of the JV remain unaltered. The Lead Member of the JV must remain constant. Non-compliance with these rules will render the offer invalid.

- d) Upon receiving the Letter of Acceptance (LoA), the Joint Venture (JV) entity to which the contract has been awarded, with the same ownership structure as declared in the MOU/JV Agreement submitted with the tender, must be officially registered. The type of registration will depend on whether the JV entity is becoming a Company under 'The Companies Act - 2013,' a Partnership Firm under 'The Indian Partnership Act, 1932,' or an LLP under 'The LLP Act 2008.' A separate PAN (Permanent Account Number) should also be obtained for this entity.
- e) All relevant documents, including the PAN, must be provided to the procuring entity before the contract agreement is signed. Failure to comply with this requirement within 60 (sixty) days of receiving the LoA may result in contract termination. If the contract is terminated, the entire Bid Security/Earnest Money Deposit may be forfeited and other dues owed to the Contractor under the contract may be recovered.
- f) The Joint Venture to which the contract is awarded shall have joint and several liability, meaning that all members are equally responsible for executing the project in accordance with the General and Special Conditions of Contract. They are jointly and individually liable for any losses or damages caused to the procuring entity during the contract's execution or due to non-execution. The registration of the entity remains valid throughout the contract, including any extensions and the maintenance period/ Defect Liability Period after project completion. The entity must

comply with Indian laws and regulations in all aspects of its operations under the contract.

- g) In the context of Joint Ventures, certain authorizations and restrictions apply. The members of the Joint Venture are required to appoint a Lead Member from within the JV members, who shall be acting as the authorized member of the JV and will represent the JV in dealings related to the tender. The Lead member/ authorized member is responsible for actions such as signing the agreement, entering into the contract, receiving payments, witnessing joint measurements of work completed, and signing measurement books pertaining to the contract. All notices and correspondence regarding the contract will be directed solely to this authorized member.
- h) Furthermore, it's important to note that no member of the Joint Venture has the unilateral right to assign or transfer their interest, rights, or liabilities within the contract without obtaining written consent from the remaining member(s) and the procuring entity, specifically for the respective tender or contract. These provisions help ensure clarity, accountability, and compliance within the Joint Venture framework.
- i) Unauthorized change shall lead to:
  - a) Rejection of bid, or
  - b) Termination of contract and forfeiture of securities.

#### **7. Performance Guarantee/ Other Guarantees by JV:**

When a contract is awarded to a Joint Venture (JV), the JV should provide a single Performance Guarantee as required by the tender conditions. It's important to note that all guarantees, such as the Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc., as applicable will be issued in the name of the JV as a whole. Dividing or splitting these guarantees among individual JV members shall not be allowed.

#### **8. Penalties:**

To be read as per existing tender conditions considering JV to be bidding entity.

**9. Debarment:**

In case of joint venture is debarred all partners will also stand debarred for the period specified in Debarment Order.

**10. Other Conditions:**

All other tender conditions shall also be applicable on the Joint Venture or its members/partners, as per the tender documents.

**FORM - 9**  
**FORMAT FOR Joint Venture Agreement (JV)**  
(To be executed on Stamp paper of appropriate value)

THIS AGREEMENT is entered into on this the ..... day of .....20... AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the Lead Member

“FIRST PART” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the

“SECOND PART” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {---, and having its registered office at } (hereinafter referred to as the “THIRD PART” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

WAPCOS Limited (hereinafter referred to as the “EMPLOYER” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) for the work **“Distribution Network for Nabinagar Division of Right Main Canal (RMC), Bihar Portion under North Koel Reservoir Project, Jharkhand and Bihar”** vide tender no. ----- dated..... (the “Project”).

The Parties are interested in jointly bidding for the Project as members of a Joint Venture (JV) and in accordance with the terms and conditions of the BID document and other bid documents in respect of the Project, and

It is a necessary condition under the BID document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

### 3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into the Contract with the Employer for performing all its obligations as the Contractor in terms of the Project.

### 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the Contract for the Project;
- b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- c) Party of the Third Part shall be {the Member of the Joint Venture.}

### 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

### 6. Share of work in the Project

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party:}

### 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture member is annexed to this Agreement, and will not, to the best of its knowledge:
- Require any consent or approval not already obtained;
- Violate any Applicable Law presently in effect and having applicability to it;
- Violate the Memorandum and Articles of Association, by-laws or other applicable organizational documents thereof;
- Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Notification Period") is achieved under and in accordance with the Contract, in case the Project is awarded to the bidder/ Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the bidder is not pre-qualified.

## 9. Miscellaneous

9.1 This Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of:

LEAD MEMBER

Signature

(Name)

(Designation)

(Address)

SECOND PART

Signature

(Name)

(Designation)

(Address)

THIRD PART

Signature

(Name)

(Designation)

(Address)

In the presence of:

1.....

2.....