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1. Tender documents will be made available on e-Tendering portal [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) . The bidders can download bid up to 06:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
2. Eligible bidders should submit their bid well in advance instead of waiting till last date JdVVNL will not be responsible for non-submission of bids due to any website related problems.
3. The cost of Tender specification **Rs. 2950/-**(Non-Refundable) (50% for MSME of Rajasthan) to be paid by Demand Draft in Favour of the Sr. Accounts officer(Cash & CPC), JdVVNL, Jodhpur and tender processing fees Rs. **2500/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur ( Non- Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
4. The Bid Security amount (as applicable) to be paid by demand draft/banker's cheque in favour of SR.AO(CASH & CPC), JDVVNL, Jodhpur (Payable at jodhpur) **342003 up to 4.00 p.m prior one WORKING day of schedule date of opening** of respective bid or Bank guarantee, in specified format, of a scheduled bank in favour of superintending Engineer (MM&C), JDVVNL, Jodhpur **up to 4.00 p.m. prior one WORKING day of schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI/MSME unit of Rajasthan or of sick unit (as applicable). Along with affidavit as per schedule X on non-judicial stamp of Rs. 100.  
The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee is not in proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately sorted out from bid process.



**JODHPUR VIDYUT VITARAN NIGAM LIMITED**  
**MATERIAL MANAGEMENT CIRCLE**  
**NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR-342003**  
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**GST NO.08AAACJ8578R1ZJ**

**TENDER SPECIFICATION NO.JdVVNL/SE (MM&C)/EIIAI/TN- 2160**

**TENDERS ARE HEREBY INVITED IN E-TENDER SYSTEM FOR PURCHASE OF LT XLPE INSULATED AERIAL BUNCHED CABLES WITH BARE MESSENGER WIRE FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO & INCLUDING 1100V For size 3CX50+35 Sq. mm CONFORMING TO IS:14255/1995 AMENDED UPTO DATE UNDER SPECIFICATION NO.JdVVNL/SE (MM&C)/EIIAI/TN- 2160**

Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.  
The details are as under-

S. N	ITEM	QUANTIT Y(In Kms)	Estimated Unit F.O.R. Destination Price per Km.	Total Value (In Rs.)
	<b>LT XLPE INSULATED AERIAL BUNCHED CABLES WITH BARE MESSENGER WIRE FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO &amp; INCLUDING 1100V OF SIZES-</b>			
1.	<b>3CX50+35 Sq. mm</b>	<b>750</b>	<b>202370</b>	<b>15,17,77,500.00</b>

<b>A</b>	NIT No.	<b>TN- 2160</b>
<b>B</b>	Cost of tender specifications	<b>Rs.2950.00</b> <b>(Two Thousand Nine Hundred Fifty Only)</b> <b>For MSME of Rajasthan Rs. 1475.00</b> <b>(One Thousand Four Hundred Seventy Five)</b>
<b>C</b>	Processing fee of RISL	<b>Rs.2500.00 (Two Thousand Five Hundred Only)</b>
<b>D</b>	Bid security to be deposited	<b>3CX50+35 Sq. mm</b>
	<b>General Bidder</b>	<b>Rs.303550.00</b>
	<b>Sick Unit</b>	<b>Rs.1517775.00</b>
	<b>SSI unit of Rajasthan</b>	<b>Rs. 758887.50</b>
<b>E</b>	Validity	<b>120 days from the next date of opening of techno-commercial bid.</b>
<b>F</b>	Base date for price variation	<b>01-05-2026</b>

**\*In case SSI unit of Rajasthan quotes quantity less than the tendered quantity , then they are required to furnish Bid security @ 0.5% of the estimated value of the quantity offered by them, failing which bid shall be considered non-responsive.**

The micro , small & Medium Scale Industries of Rajasthan and sick Industries , other than Small Scale Industries , whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self attested documentary evidence duly attested by notary to claim the above.

**IMPORTANT DATES**

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to <b>11-06-2026</b> (4:00 PM)	<a href="http://www.jdvvnl.com">www.jdvvnl.com</a> & <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
2	Deposit of cost of Tender Specifications & Performa of Bid Securing Declaration and furnishing of Processing fee	Up to <b>11-06-2026</b> (4:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to <b>12-06-2026</b> (12:00 PM)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
4	Opening of Technical Bid	<b>12-06-2026</b> (3:00 PM)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

### SECTION-III

**TECHNICAL SPECIFICATION AGAINST TN-2160 FOR SUPPLY OF LT XLPE INSULATED AERIAL BUNCHED CABLES BARE MESSENGER WIRE WITH ALUMINIUM CONDUCTOR FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO & INCLUDING 1100V.**

#### **1. SCOPE:**

1.1 This specification covers manufacture, testing before dispatch, supply and delivery F.O.R. Destination of LT XLPE Insulated Aerial Bunched Cables twisted over a central high strength Bare Aluminium alloy messenger for use on LT overhead lines conforming to the requirement of IS:14255/1995 with latest amendments. **However, the insulation (XLPE) shall be U.V. Resistant which shall be ensured by adding 2.5 +/- 0.5% Carbon Black in XLPE in well dispersed manner.**

Mandatory Tools as specified in this specification are also covered in the scope of this specification. The requirement of Aerial Bunched cable shall be as per schedule of requirement annexed with this section at **Schedule-I**. It may be noted that the requirement indicated in the schedule is tentative and may vary at the time of placement of order.

**The bidders should be a manufacturer of offered Aerial Bunched Cable.** The bidder must possess valid ISI License in case of Single Phase & Three Phase Aerial Bunched Cable. **The technical bid of the bidder shall be considered for opening in the absence of non-furnishing of above required ISI License along with the bid. However, Price bid of the responsive bidder shall only be opened if bidder furnishes above valid BIS License up to the official working hours of one working day prior to the schedule / notified date of opening of price bid" along with undertaking that BIS License so furnished is valid till date and same has not been withdrawn/cancelled by Bureau of Indian Standard. Similar undertaking of validity of BIS I License be also furnished by the bidder who furnishes BIS License along with Technical Bid. The firms having ISO: 9001 will be preferred**

#### **2. STANDARDS:**

Unless otherwise stipulated in this specification the following standards with latest amendments shall be applicable. Any departure from the Standards be indicated in **Schedule-III**.

- i) IS: 14255/1995 : Aerial bunched cables for LT lines.
- ii) IS:10810/1984 : Methods of test for cables. (Series)
- iii) IS:8130/1984 : Conductors for insulated cables.
- iv) IS:10418/1982 : Drums for Electric Cables
- v) IS:398(PT-IV) /1994 : Aluminum alloy conductors.
- vi) CENELAC HD 626 : Over head distribution cables of rated voltage  
S1 A1/A2 2002 Uo/U(Um):0.6/1(1.2) KV.

NOTE:

The specification has mostly considered references from Indian Standard.

However, reference have also been derived from the above referred International Standard in meeting the onerous site requirement of Jodhpur Discom.

#### **3. CLIMATIC CONDITIONS:**

- i) Peak ambient temperature in shade : 50°C.
- ii) Minimum Ambient Air Temperature in shade : (-)5°C.
- iii) Maximum average ambient temp in 24 hours period in shade : 40°C
- iv) Maximum yearly weighted average ambient temperature : 35°C
- v) Maximum temperature attainable by an object exposed to sun : 60°C
- vi) Maximum relative humidity : 100%
- vii) Average number of thunder storm days per annum : 40
- viii) Average number of rainy days per annum : 100
- ix) Average annual rainfall : 10-100 cm
- x) Number of months of tropical monsoon conditions : 4 Months
- xi) Maximum wind pressure : 100 kg/mm<sup>2</sup>
- xii) Altitudes Not exceeding : 1000 M

4. PRINCIPAL PARAMETER:

The Aerial Bunched Cables shall consist of Three Phase XLPE Insulated Aluminium Conductors twisted over a **central high strength bare aluminium alloy messenger wire** for use on LT over-head lines. The principal parameters of Aerial Bunched Cables shall be in accordance to IS:14255/1995 (latest amendments, if any) and as enumerated in subsequent clauses.

5. GENERAL TECHNICAL REQUIREMENTS:

5.1 The XLPE Insulated Phase Conductors shall be twisted over a central **Bare Aluminium Alloy Messenger Wire**, which shall carry the main weight and take all the mechanical stress. The messenger wire shall also serve as the earth-cum- neutral wire.

The **cable** shall be suitable for use where the combination of ambient temperature and temperature rise due to load, including temperature on exposure to direct sunlight results in conductor temperature not exceeding the following:

Type of Insulation	Normal Continuous Operation	Short Circuit Operation
Cross Linked Polyethylene (XLPE)	90 DEG.C	250 DEG.C.

6.0 MATERIAL:

6.1 CONDUCTORS:

6.1.1 PHASE CONDUCTOR:

The conductor shall be of H2 or H4 grade Aluminium complying with the requirement of IS: 8130/1984 or latest amendment, if any.

6.1.2 MESSENGER (NEUTRAL CONDUCTOR OR OTHERWISE):

The conductor shall be of heat treated aluminium-magnesium-silicon alloy wires containing approximate 0.5 percent magnesium and approximately 0.5 percent silicon conforming to IS: 398(Part-4): 1979 or latest amendment, if any.

The Messenger (Neutral conductor) or otherwise shall be either stranded circular or compacted circular type and shall have minimum 7 strands. The surface of the conductor shall be smooth.

The size of messenger conductor and its breaking load shall be as given below:

S.N.	Nominal Cross Sectional Area of Phase Conductor (Sq.mm)	Messenger Conductor		
		Nominal Cross Section Area (Sq.mm.)	Maximum D.C. Resistance at 20 Dec.C. (Ohm/Km.)	Minimum Breaking Load (KN)
1	2	3	4	5
1	25	25	1.38	7.0
2.	50	35	0.986	9.8

There shall be no joints in any wire of the messenger conductor except those made in the base rod or wires before final drawing. The direction of outer layer of wires in messenger conductor shall be right hand.

6.1.3 A protective barrier may be applied between the conductor and insulation, if required. Such barrier when used shall be compatible with insulating material and suitable for the operating temperature of the cable.

6.2 INSULATION:

The insulation shall be of CROSS LINKED POLYETHYLENE COMPOUND (XLPE) conforming to the requirements given in Table-1 of IS: 14255/1995 with latest amendment, if any.

The conductor (with protective barrier, wherever applied) shall be provided with cross-linked polyethylene insulation applied by extrusion.

The average thickness of insulation shall not be less than the nominal value (t) specified as below:

Sl. No	Nominal Area of Conductor Sq.mm	Nominal Thickness (t) mm.
1	25	1.2

2.	50	1.5
----	----	-----

The smallest of measured values of thickness of insulation shall not fall below the nominal value (t) specified in above table by more than 0.1mm + 0.1 (t).

The insulation shall be so applied that it fits closely on the conductor (or barrier, if any) and it shall be possible to remove it without damaging the conductor.

**The colour of INSULATION (XLPE) shall be Black & Messenger Wire shall be bare.**

**The Black Carbon Contents 2.5+/-0.5% in well dispersed manner shall be added in XLPE for making the Insulation UV Resistant.**

**6.3 CORE IDENTIFICATION:**

The phase conductors shall be provided with 'ridge' as shown in Fig.1 of IS: 14255/ 1995 for quick identification. The messenger conductor shall not have any identification mark.

**The Approx. dimension of Ridges are as under:-**

- a) Width :- 1.00 mm
- b) Height :- 0.5 mm
- c) Distance Between Consecutive Ridges :- 2.7 mm

**6.4 ASSEMBLY (LAYING UP):**

**Insulated phase** conductor shall be twisted around the bare messenger conductor without fillers with a lay **not exceeding 35 times** the **diameter of the insulated phase conductor**.

**The direction of lay shall be right hand.**

**6.5 COMPOSITIONS AND DESIGNATION OF FINISHED CABLES:**

The composition and designation of finished cables are given in the following table:

S.No.	Designation of finished cable
1	3CX25+25 Sq.mm
2	3CX50+35 Sq.mm

Note: The first part of the designation refers to the number and size of the phase conductor and the last to the size of messenger wire. The sizes shown are the nominal cross-sectional area of the conductors.

**7. TESTS:**

7.1 The material offered, shall be fully type tested as per relevant standard of specification of IS:14255/1995 amended up to date. **The bidder must furnish type test reports of similar rating & design of tendered material along with bid as detailed at Schedule-IIIA “Pre-Qualification Requirement”.**

7.2 However, the purchaser reserves the right to demand repetition of some or all the type tests in presence of purchaser's representative.

**7.3 TESTS BEFORE DESPATCH:**

The aerial bunched cables shall be subjected at manufacturer's works before dispatch, to the following tests as per ISS/relevant standards.

**7.3.1 ACCEPTANCE AND OPTIONAL TESTS:**

The Aerial Bunched Cables shall be subjected at manufacturer's works before dispatch to the following acceptance /optional tests as per relevant ISS in presence of the purchasers' representative.

The following shall constitute acceptance tests and shall be conducted as per IS: 14255/1995 & IS: 5831 / 1984 and other relevant ISS with latest amendments, if any:

- a) Tensile test (for phase conductor),(N.A on shaped conductor)
- b) Wrapping test(for phase conductor),(N.A on shaped conductor)
- c) Breaking load test for messenger conductor.

- d) Elongation test for messenger conductor.
- e) Conductor resistance test.
- f) Test for thickness of insulation.
- g) Tensile strength and elongation at break test of Insulation.
- h) Hot set test for XLPE insulation.
- i) Insulation resistance test and
- j) High voltage test is to be conducted on all drums of offered lot.
- k) Carbon Black:
  - i) Contents:- 2.5+/-0.5%
  - ii) Dispersion :- In well dispersed manner
- l) Any other test as per latest ISS.

**The following shall constitute optional test:-  
Bending test on complete Cable.**

### **7.3.2 TYPE TESTS:**

(i) 7.3.2.1 For cable order quantity upto 20Kms.  
**The first lot offered for Inspection shall not be less than 10% of ordered quantity of each size of LT XLPE Insulated AB Cable or minimum 50% of order quantity whichever is more .**

Note :- The supplier supply cable more than deliver Schedule but quantity as per above condition ,positive PV benefit will be given as per beneficial to Nigam,

(ii) For cable order quantity more than 20Kms.

**The first lot offered for Inspection shall not be less than 10% of ordered quantity of each size of LT XLPE Insulated AB Cable or minimum quantity of 20 Kms whichever is more.**

Note :- The supplier supply cable more than deliver Schedule but quantity as per above condition ,positive PV benefit will be given as per beneficial to Nigam

**7.3.2.2 If the bidder has already got conducted the requisite type test from the 1<sup>st</sup> lot of material received in Nigam's Store against any previous / earlier tender of JDVVNL and such Type Test reports are valid i.e not older than 10 Years on the date of opening of Techno-Commercial Bids, then the requirement of conducting Mandatory Type Test on the sample selected from 1<sup>st</sup> Lot of supply received in Nigam's store is RELAXED for this purpose date of conducting type test will be considered.**

### **ALTERNATIVELY**

**In case the bidder do not meet above requirement then one sample of 15 Mtr. Length from the 1<sup>st</sup> Lot of each size of LT XLPE Insulated Aerial Bunched Cable as received in purchaser's store shall be selected and sealed in the presence of representative of supplier for getting it Type Tested at Govt. / Govt. approved / Govt. Recognized / NABL accredited Laboratory / ILAC Accredited.**

**The selected and sealed sample for type test shall be identified by providing Polycarbonate Seals on both ends of cable and two stickers seals provided along the length of the cable.** The transportation charges of sample from store to test house shall be borne by NIGAM, whereas the charges incurred towards type test of the material at test house shall be borne by the Supplier. **The testing charges should be remitted through D.D. in favour of Test House. The name of the test house shall be intimated separately.**

In case sample from first lot fails then:

- a) Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores and lying unused at stores.
- b) For the quantity already utilized against the order in field a deduction of @ 30% (Thirty Percent) of F.O.R. Destination price of the material supplied shall be made.
- c) Sample from next lot shall be selected again for type test. All test charges incurred towards type test of the material for second time shall be borne by the Supplier.

In case sample again fails in the type test then:

- a) The quantity lying unused at various stores shall be rejected.
- b) For the quantity already utilized against the order in field a deduction of @ 30% (Thirty Percent) of F.O.R. Destination price of the material supplied shall be made.

c) **Further supplies shall not be accepted.**

**“At the option of purchaser, the material received in the stores may be utilized in the field after receipt of successful test report from CTL, for the mandatory test checking on the samples selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test report(s).”**

**NOTE:**

**1. The 70% payment shall be released after receipt of successful Test reports from CTL of JDVVNL for the mandatory test checking on the samples selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test reports.**

**2. The balance 30% payment shall be released after receipt of successful type test reports on the samples selected from the material received in the stores.**

The following tests shall be conducted as per requirements of Clause No.10.1 of IS: 14255/1995 & IS:5831 /1984 (latest amendment):

**(a) Tests on phase conductor:**

- i) Tensile test.(N.A. on shaped conductors)
- ii) Wrapping test.(N.A. on shaped conductors)
- iii) Resistance test.

**(b) Tests on messenger conductor:**

- i) Breaking load.
- ii) Elongation test.
- iii) Resistance test.

**(c) Physical test for XLPE Insulation:**

- i) Tensile strength and elongation at break.
- ii) Ageing in air oven.
- iii) Hot set test.
- iv) Shrinkage test.
- v) Water absorption (Gravimetric).
- vi) **Carbon black:**

**1. Content :- 2.5+/-0.5%**

**2. Dispersion:- In well dispersed manner.**

**(d) Test for thickness of insulation.**

**(e) Insulation resistance (Volume resistivity) test.**

**(f) High voltage test.**

**(g) High Voltage Test of Core in water (duration of immersion > 1 Hour) and apply Test voltage 3.5 KV AC for five minutes.( Testing Method as per CENELAC HD 626 S1 A1/A2 2002)**

**(h) Any other test as per ISS.**

**7.3.3 ROUTINE TESTS:**

The following shall constitute routine tests on Aerial Bunched Cables and shall be conducted in accordance to IS: 14255/1995 along with other relevant ISS with latest version thereof:

- a) Conductor resistance test, and
- b) High Voltage test.

**7.4 SAMPLING:**

The number of samples to be selected shall depend on the number of drums in the lot. Sampling for conducting acceptance tests shall be in accordance to Clause No.10.2.1 of IS: 14255/1995, which is briefed as under:

**SCALE OF SAMPLING:**

Samples shall be taken and tested from each lot for ascertaining the conformity of the lot to the requirements of the specification.

The number of drums (n) to be selected from the lot of drums (N) of consignment of cables shall be in accordance with column 2 and 1 of the following Table respectively. The samples shall be taken at random.

In order to ensure the randomness of selection, random number tables shall be used.  
Number of Drums to be selected for Sampling and Permissible Number of Defectives.

Number of Drums in the Lot	Number of Drums to be taken as Sample	Permissible Number of Defectives
(1) N	(2) N	(3) a
Up to 50	2	0
51 to 100	5	0
101 to 300	13	0
301 to 500	20	1
501 to above	32	2

**7.5** At the works of the manufacturer, the cable shall be transferred from one drum to another for checking any manufacturing defects in the cable drums selected for conducting acceptance tests, at the same time measuring its length with the help of the graduated pulley & cyclometer. The difference in the average length thus obtained from the declared length by the supplier in the packing list shall be applied to all the drums if the cable is found short during checking the sample lot(s).

&

“Upon unwinding the cable from the drum, the drum number marked on the barrel (cylindrical surface) of the drum shall be identical to the drum number marked on the flange and shall be displayed in large, clear, and legible characters. In case the drum number on the barrel is missing or does not match with the Drum number on flange, the lot pertaining to the sample drum shall be rejected.”

**7.6 TOLERANCE ON TEST RESULTS:**

The tolerance on the test results will be permissible as mentioned in the Indian Standard.

**7.7 TESTS AT SITE:**

The purchaser reserves the right to conduct all tests on Aerial Bunched Cables after arrival at site and the contractor shall guarantee test certificate figures under actual service conditions.

**8. INSPECTION:**

8.1 The inspection may be carried out by the purchaser at any stage of manufacturer. The Inspection & Testing shall be governed by Clause No. 1.27 of **Section-II** (General Conditions Of Contract). Acceptance of any equipment / material under this specification by the purchaser shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specification and shall not prevent subsequent rejection if the equipment/material is found to be defective.

8.2 The Inspection may be carried out by the purchaser at any stage of manufacture / before dispatch as per relevant standard.

8.3 The Bidder shall keep the purchaser informed in advance, about manufacturing programme so that arrangements can be made for inspection.

8.4 **The bidder shall furnish Packing list mentioning serial Nos. of Drums, length in each drum, gross weight of drum without lagging alongwith inspection offer duly signed by the authorized representative of the firm.**

8.5 The supplier shall present the latest Calibration Certificate(s) of testing instruments / equipments to be used for the testing of the material covered in the Purchase Order to the authorized inspecting officer/ inspecting agency of the purchaser. The testing instruments/ meters/ apparatus etc. should be got calibrated by the supplier from time to time from Govt. Laboratory or any independent test laboratory/house having valid accreditation from National Accreditation Board for Testing and Calibrating Laboratories for the testing equipments / original manufacturer having trace ability to NABL/NPL or equivalent.

8.6 The calibration certificate(s) should not in any case be older than one year at the time of presenting the same to the inspecting officer/ inspecting agency of the purchaser. The testing instruments/ equipments should be duly sealed by the Calibrating Agency and mention thereof shall be indicated in the calibration certificate(s).

**8.7 TEST CHECKING OF MATERIAL AT STORES:**

i) **Sample drums from the material received at stores shall be selected for testing at CTL as per sampling plan given hereunder in presence of firm’s representative. The selected sample drum / drums shall be transported to CTL by concern S.S / ACOS of Nigam.**

ii) **The selected sample drum for CTL testing shall be identified by the seals provided by Inspecting Officer / Inspecting Agency during pre-dispatch inspection at firms works and these sealing details shall be invariably mentioned in the selection Memo by the nominated officers of Nigam.**

iii) The tests in the Nigam Testing laboratory (CTL) shall be conducted in the presence of representative of supplier for which a 3 days notice shall be issued through Fax / Speed Post stating Date & Time to the firm, so that supplier can depute their representative to witness the test . In case the supplier or his representative does not turn up the testing shall be proceeded



& completed. **The payment shall be released only after receipt of successful test reports** for the samples selected at purchaser's stores for mandatory test checking on the samples to be selected from material received at Nigam's stores by random sample selection by the authorized committee as per CE(MM) order No.180 dt.11-04-2014

**iv) SAMPLING:**

One number Drum out of each lot / sub-lot of 25 Nos. Drums or part thereof for the material received in Stores of Nigam.

**v) TESTS:**

The following tests shall be carried out as per relevant clause of latest IS on each selected drum by drawing sample of 10 Mtr. at CTL from random distance during re-winding:

- i) Rewinding test (Measurement of Length) & Checking of Manufacturing defects & verification of the Drum no. on the flange as well as on the barrel of the drum.
- ii) Measurement of Resistance of conductor.
- iii) Tensile test for insulation.
- iv) Elongation test for insulation
- v) Test for thickness of insulation
- vi) Hot Set Test
- vii) Breaking load test on messenger wire.
- viii) Verification of Marking
- ix) Verification of the weight of one meter of Aluminium Conductor to ensure Conformity with the Guaranteed Technical Particulars (GTP).

**In addition to above tests remaining acceptance tests as per relevant IS shall also be conducted at CTL provided the testing facility is available at CTL for these tests time to time. Only those tests shall be conducted for which testing facilities are available in NIGAM's Lab.**

**iv) CRITERIA FOR ACCEPTANCE:**

a) If the measured of conductor resistance of the sample(s) exceeds beyond 2% as per the resistance specified in the contract, the material shall be rejected and the same shall have to be replaced by the supplier.

b) If the measured conductor resistance of the sample(s) exceeds the value specified in the contract but does not exceed by more than 2% of the resistance value specified in the contract, the material contained in the lot / sub-lot to which the sample belongs shall be accepted with a deduction @ 1.5% of the cost of cable for increase in resistance for every 1% or part thereof.

c) If the samples fail in any other test, the material shall be rejected and shall have to be replaced by the supplier.

**d) If the contractor / supplier fails to lift the material declared rejected or any part thereof from the consignee within a period of 15 days from the date of dispatch of information from the purchaser, the purchaser shall be entitled to effect recovery along with other actions as per Clause No. 1.62 of Section-II (General Condition of Contract).**

**e) The results of measurement of length test shall be made applicable to all drums contained in each lot / sub lot by making deduction of less length of cable in a Sample Drum.**

**f) If the cable meets all other prescribed parameters having weight of aluminium lower than specified in the GTP. It shall still pass the acceptance test, the cost of the shortfall in aluminium be deducted from the supplier's payment at prevailing IEEMA rates. A weight shortfall of up to 2% below the weight specified in the GTP is acceptable with such deduction, but if the measured aluminium weight is more than 2% below the minimum requirement, the cable lot pertaining to the sample drum shall be rejected and shall be replaced by the supplier as per provision.**

**g. In case the drum number on the barrel is missing or does not match with the Drum number on flange during the testing at CTL, the lot pertaining to the sample drum shall be rejected**

**8.7 TEST CHARGES:** All test charges incurred towards test checking of the material received in our stores shall be borne by the NIGAM.

**9. CHALLENGE TESTING CLAUSE:**

The other manufacturer can also request challenge testing for any test based on specification. The challenger would request for testing with testing fee. The challenge test fee are proposed at least three time cost of testing. This is likely to deter un-necessary challenges. The challenger would have the opportunity to select the sample from the store and any such challenge should be made within the guarantee period. The party challenged, the challenger & the utility could witness the challenge testing. The challenged testing would cover all the type tests as per relevant IS.

The challenge test could be conducted at NABL Accredited Laboratory like ERDA, CPRI, Bangalore / Muradnagar / Bhopal. If the values are within limit the products gets confirmed else not confirmed. If the product is not confirmed the manufacturer would pay the challenge fee and challenger would get the fee refunded. However, as a redressal system the challenger would be asked for fresh selection of two more samples from the stores and the same be tested in a NABL Laboratory (which shall be other than previously selected NABL Accredited Lab) at the cost of supplier in presence of party challenged, challenger and the utility. If any one or both samples does not confirmed the tests then the product is said to have failed the tests. In such cases, the manufacturer will be declared as unsuccessful manufacturer for the said product and balance supply shall not be availed and the order shall be cancelled with levy of maximum penalty.

#### 10. (i) IDENTIFICATION:

The manufacturer shall be identified throughout the length of cable by providing legible Embossing as under:

#### (ii) EMBOSSING:

The cable shall also be required to be embossed on outer sheath with the word **Manufacturer's Name or Trade Mark, Electric, XLPE90, Voltage Grade, NAME OF DISCOM , TN-2160, size of cable & year of manufacture'** at every meter length for which no extra charges shall be paid.

#### 11 PACKING AND MARKING:

11.1 The cable shall be supplied on non-returnable wooden drum as per ISS (10418/1982) of suitable size and packed (seasonal wood not be insisted). The ends of cables shall be sealed by means of non-hygroscopic sealing material. Only one cable length shall be supplied on a drum. The shaft diameter of drum should be as per relevant ISS but not less than 50 mm. The cable can also be supplied on M-Steel Drums as per relevant ISS as applicable.

11.2 The cable shall carry the following information stenciled / painted on the drum:

- i) Manufacturer's name, Brand name or trade mark.
- ii) Type of cable and voltage grade.
- iii) Number of Cores.
- iv) Nominal Cross-sectional area of phase conductor.
- v) Cable Code.
- vi) Length of cable on the drum.
- vii) Approximate gross weight.
- viii) Year of manufacture.
- ix) Name of the Consignee and full destination.
- x) Tender number/Purchase Order No.
- xi) Direction of rotation of drum by means of an arrow.
- xii) IS:14255/1995

**xiii) Drum number on the barrel (cylindrical surface) of the drum in addition to the flange**

#### 12. STANDARD LENGTH:

- 12.1 The cable shall be supplied in the standard length of 1000 meter for sizes 3CX50+35 Sq.mm.
- 12.2 A tolerance (+/-) 5% shall be allowed in standard length.
- 12.3 Non-Standard length measuring not less than 50% of standard length to complete the ordered quantity shall be accepted up to 2% of the total ordered quantity.

#### 13. QUANTITY:

- a) The quantities as mentioned in the schedule of requirement are tentative & these may increase/decrease as per the requirement of the Nigam **(Schedule-I)**.
- b) Details of offered quantity alongwith justification with reference to Qualifying Requirement shall be furnished in **Schedule-IV**.

#### 14. QUANTITY TOLERANCE:

A quantity tolerance of (+/-) 2% shall be allowed in each size for completion of supply.

#### 15. DELIVERY SCHEDULE:

The bidder is required to quote monthly delivery in **Schedule-VIII**.

**The delivery of quoted quantity should be as under:**

**Commencement : After 30 days from the date of receipt of purchase order.**  
**Completion : In 6 months thereafter at equal monthly rate for each size.**

In case of ordered quantity is different than the quoted quantity, then monthly delivery shall be adjusted proportionately. **Bids of bidders in which monthly delivery rate is not quoted shall be considered as Non-Responsive.**

**16. PRICES:**

- a) The bidder shall quote the Prices in **BOQ** strictly in the manner prescribed in Clause No. 1.09 of Section-I (Instruction to Bidders) & Clause No. 1.33 of Section-II (General Conditions of Contract).
- b) The **prices** quoted shall be **variable as per PV formula** given in the specification at **Schedule-II** without any ceiling with **Base Date** as **01-05-2026**. The Price Variation shall be governed by Clause No. 1.10 of Section-I (Instruction to Bidder).

**17.DETAILS OF PAST EXPERIANCE:**

The details of past orders executed by the bidder may be indicated in the relevant **Schedule- VII & VII A** . The bid must furnish the documentary evidence like copy of purchase order placed for detailing of past supplies.

**18. DRAWING & DOCUMENTATION:**

The bidder is required to furnish the detailed constructional drawing of the cable clearly showing the various components The calculation of weights of different components of the cable shall also be furnished in absence of this, the tenders are likely to be ignored.

**19. GUARANTEED TECHNICAL PARTICULARS:**

The bidder shall furnish guaranteed technical particulars in the relevant **Schedule VA &VB**. Any departure from the G.T.P be indicated in **Schedule-V**

**20. MANDATORY TOOLS:**

**The successful bidders are required to supply essentially the following mandatory tools free of cost, the quantity of which is indicated against each:**

**Pulley for A.B.C. : One Set per 25 Kms. of each size of A.B. Cable**

The Pulley is used to receive low voltage Aerial Bunched Cables. It should suit the sizes of Aerial Bunched Cable as mentioned at Clause-6.5 of this specification. Fixing on poles is ensured by a 1.20 Mtrs. strap in order not to stress the Pulley during cable unwind.

**21. GST:-**

**As GST act has been implemented from 01.07.17, therefore, BOQ has been prepared accordingly with applicability of GST. Further, old tax structure wherever appearing in ITB, GCC, specification may be replaced by GST as per notification.**

**22.0 ADDITIONAL ORDER**

Repeat order for additional quantities upto 50% of original ordered quantities , may be placed by the nigram on the same rates ,terms and conditions given in the contract.

**23.0 Every Micro, Small & Medium enterprises of Rajasthan shall be required to submit an affidavit in schedule-X, along with duly filled bid document.**

SCHEDULE- I



SCHEDULE OF REQUIREMENT

PURCHASE OF LT XLPE INSULATED AERIAL BUNCHED CABLES WITH BARE MESSENGER WIRE FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO & INCLUDING 1100V CONFORMING TO IS:14255/1995 AMENDED UPTO DATE OF THE FOLLOWING SIZES UNDERSPECIFICATION NO.JDVVNL/SE/MM&C/ EIIAII/ TN-2160

S.No	SIZE of Aerial Bunched Cable	Quantity (Approx)
1.	3CX50+35 Sq. mm	750.00Kms

NOTE: The quantities as mentioned in the schedule of requirements are tentative and may increase/decrease as per the requirement of the Nigam.



SCHEDULE – II

**PRICE VARIATION FORMULA FOR LT XLPE INSULATED AERIAL BUNDLED CABLES WITH BARE MESSENGER WIRE FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO & INCLUDING 1100V CONFORMING TO IS:14255/1995 AMENDED UPTO DATE OF THE SIZE 3Cx50+35 Sq. mm under TN-2160**

$$P = P_o + \text{Alph} \times n \times (A_l - A_{lo}) + A_{lm} (A_l - A_{lo}) + \text{CCFAIph} \times n \times (CC - CC_o) + \text{CCFAIm} (CC - CC_o)$$

P = Up-Dated Ex-Works price per Km.

Po = Ex-Works price quoted per Km.

n = No. of Phase Conductor

Alph = Aluminium factor for phase conductor

Alm = Aluminium factor for messenger conductor

Alo= Price of Al (LME Average Settlement Price including Premium for Ingot). **This price is as on 01-05-2026 (Base Date).**

Al = Price of Al (LME Average Settlement Price including Premium for Ingot). This price is payable on first working day of month, one month prior to date of delivery.

CCFAIph = XLPE factor for phase conductor

CCFAIm = XLPE factor for messenger conductor (For bare messenger, XLPE factor CCFAIm=0)

CCo= Price of XLPE compound. **This price is as on 01-05-2026 (Base Date).**

CC = Price of XLPE compound. This price is payable on first working day of month, one month prior to date of delivery.

**BASE DATE : 01-05-2026**

The date of delivery (i.e. date of readiness of material) is to be considered as per Clause No. 1.10 of Section-I (Instruction to Bidders).

- NOTE: 1. IEEMA prices will be exclusive of GST
2. No variation shall be allowed on labour, packing, forwarding, freight and insurance charges.
3. Any statutory variation on GST on the finished Cable shall be Payable according to Clause No.1.09.15 of Section-I “ Instructions to Bidders”.

Size of cable	n	Alph	Alm	CCFAIph	CCFAIm
3CX50+35 sqmm	3	0.137	0.101	0.047	0



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

Prescribed technical specification for supply of

(Name of Material/Equipment/Machinery/T&P etc.)

S.No.	Technical specification to which material/equipment/Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
-------	---	--	---------------------------

Certified that we agree to all the aforesaid technical specification except at S.No..... for which our technical specification shall be as under:-

S.No.	Technical specification to which material/equipment/Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
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(Signature)

Name & Designation  
with seal of the bidder.

**Schedule – III A**

**QUALIFICATION REQUIREMENT FOR PURCHASE OF 3C×50+35 Sq.mm LT XLPE INSULATED AERIAL BUNCHED CABLES WITH BARE MESSENGER WIRE FOR LT OVER HEAD LINES SUITABLE FOR WORKING VOLTAGE UPTO & INCLUDING 1100V CONFORMING TO IS:14255/1995 AMENDED UPTO DATE OF THE FOLLOWING SIZES UNDERSPECIFICATION NO.JDVVNL/SE/MM&C/ EIIAII/ TN- 2160.**

The bidder should fulfill following qualifying requirements for successful participation in the tender along with relevant documentary evidence supporting each qualifying requirement without which the offer shall be considered non-responsive & rejected.

**1.0 STATUS OF BIDDER:-**

- a) The bidder should be a Manufacturer of offered items. The offers from sole selling agent/ authorized dealers shall not be entertained.
- b) Old/ New suppliers:- Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom& meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case of supply made to the licensed power utility outside India, the C.A. certificate furnished by firm shall be considered.
- c) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules)."

**2.0 PAST SUPPLY & PERFORMANCE CRITERIA:-**

The bidder shall meet both past supply and performance criteria as detailed below for opening of tenders:-

**2.01 PAST SUPPLY:-**

- 2.01.1 The bidder is required to quote for **minimum**10% of tendered quantity failing which their offer may be considered Non-Responsive.
- 2.01.2 The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2 X QQ (QQ being the quoted quantity) of similar item / higher rating of tendered material / equipment in last 3 financial years from the date of opening of technical-commercial bid.

**Note:** Requirement of quantity manufactured, minimum quantity to be offered and amount of Bank Guarantee to be furnished in absence of test certificate shall be reduced to 25% for Rajasthan based units.

- 2.01.3 In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the enclosed prescribed proforma only. This prescribed proforma should be furnished either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the C.A. Certificate with UDIN. The certificate should have membership number with the name & address of the chartered accountant. Certificate should clearly indicate the quantity supplied, period of supply, voltage Class, Rating of the Transformer etc. in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.  
Note:-The material supplied and accepted for same/higher rating for Turnkey projects to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

**2.02 PERFORMANCE CRITERIA:-**

- 2.02.1 i) If a bidder has supplied up to 50% of ordered quantity in previous tender up to date of opening of subsequent tender and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.

ii) However, if the supplies have been completed for a quantity more than 50% but not completed up to date of opening of subsequent tender and scheduled delivery period expired, the quantity equal to the quantity pending in previous tender for that item shall be reduced from the subsequent tender quantity to be allocated to the bidder.

3.0            **TYPE TEST CRITERIA:-**

- 3.01) The bidder shall furnish valid and authenticated type test certificate from a Govt. approved / Govt. Recognized / NABL Accrediated laboratory / ILAC i.e. International laboratory Accrediation Corporation (In case of foreign laboratory) / of **similar rating and design** of tendered material /equipment. **The bid of the bidder be also considered for meeting the Type Test criterion if the bidder have the requisite Type Test conducted successfully on the samples selected from the 1<sup>st</sup> lot supplied to JDVVNL against previous tenders and furnish certified copy of such Type Test Reports with the Bid.** Such type test certificate should not be older than ten years as on the date of bid opening For this purpose date of conducting type test will be considered.  
The type test certificate by in house laboratory of tendering firm even if it is a Govt. approved / Govt. recognized / NABL accredited / ILAC accredited, shall not be accepted, in case of their own tender. This will not apply if tendering firm is Govt. company / public Sector undertaking.
- 3.02 The bidder should furnish documentary evidence in support of the laboratory whose type test have been furnished, that the said laboratory is a Govt. / a Govt. approved / a Govt. recognized / NABL accredited laboratory / ILAC accredited (in case of foreign laboratory).
- 3.03 The type test certificates shall be furnished either in original or copy duly attested by notary.
- 3.04 The bids of only those bidders shall be considered to be meeting the type test criteria who furnishes complete type test certificate with the bid as per above provision.However, in the following cases the Bidder is not in a position to furnish Type Test Certificate of tendered item, the bid of the bidder may be considered meeting the type test criteria if the bidder furnishes an undertaking stating that valid type test certificate from a Govt. approved / Govt. recognized / NABL Accrediated laboratory / ILAC Accredited laboratory shall be furnished from first lot received in Nigam store (without asking any delivery extension) along with bank guarantee with the technical bid from a Nationalized / Scheduled Bank in prescribed proforma at **Schedule-III B** or DD / Pay Order amounting to Rs.5 Lacs(for outside Rajasthan Based Bidder) / Rs. 1.25lacs(for Rajasthan Based Bidder). The initial validity of bank guarantee shall be nine months with claim period of three months in addition.
- i) Where a new Rajasthan based firm is participating & is technically competent.
- ii) Where one or more type tests) is/ are older than 10 years.
- iii) The Rajasthan / outside Rajasthan firm furnished requisite type test reports of higher rating material.

**The date of conducting type test shall be before the date of opening of Technical Bid. The date of issuing of type Test Bank Guarantee in lieu of non-furnishing of Type Test reports shall be before the date of opening of technical bid & the Type Test BG issued on or after opening of technical bid shall not be accepted**

Amount of Bank Guarantee in lieu of type test	
For Rajasthan based firms	For Outside Rajasthan based firms
1.25 Lacs	5.0 Lacs

**4.0POOR RECORD OF PERFORMANCE AND DELIVERY:**

The bidder who have been black listed in any of the state Discom or with whom business relations have been severed by Jodhpur Discom shall not be considered. Severment of business relations will be done in case of following circumstances for the period and with the recovery mentioned against each:



i) When vendor does not accept order awarded on its accepted price and terms and conditions or does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When vendor complies with contractual formalities but does not commence supplies.	Levy of maximum recovery on account of delay in delivery along with severment of relations for a period of 2 years from the date of issue of order or in next two bids whichever is later

2. A Bidder debarred under section 46 of the RTPP Act 2012 shall not be eligible to participate in any procurement process undertaken by-
- (a) any Procuring Entity, if debarred by the State Government; and
  - (b) a Procuring Entity if debarred by such procuring Entity

#### **5.0 (A) Black listing of a firm:**

After having given Show Cause Notice of 30 days, and having established & cogent reasons for blacklisting of the firm as given below, the firm should immediately be blacklisted for a period of 5 years indicating reasons of doing so, in the letter itself, and a copy of such blacklisting should be given to the firm, with the approval of CLPC:-

(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as manhandling/misbehavior with Government official by supplier or his partner/employee, bribery, corruption or abatement of such a offence in a position where he could corrupt Nigam's official, fraud, vitiating fair tender process including substitution of or interpolation in tender, mis-representation, pilferaging or unauthorized use or disposal of Nigam's material issued for specific work etc.

(ii) Where a supplier or his partner or his representative has been convicted by a court of Law for offences involving moral turpitude in relation to the business dealing or where security considerations including suspected disloyalty to the Nigam/state so warrant the blacklisting.

(iii) If the State Bureau of Investigation or any other authorized investigating agency recommends for blacklisting after completing the investigation.

Note: - 1 If a supplier after having tendered for a supply or after negotiations gives application voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note:-2 A register containing the reasons for blacklisting the supplier as also the names of all the partner of the suppliers and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.

Note: - 3 A register of black listed supplier will be maintained which will not only include suppliers enlisted with the Enlisting Authority but also black listed suppliers in Nigam.

Note :-4 A Black listed supplier (i) shall not be entitled for registration in any of the Discom (ii) shall not be awarded any supply order in future in any Discom during the notified period.(iii) his registration if any shall stand cancelled immediately and his registration security /EMD/S.D. shall stand forfeited. (iv) In case of blacklisting of the firm by any one of Discom for the cogent prescribed reason(s) as stipulated above, the same shall be applicable to all the Jodhpur Discom and as a consequence of blacklisting, all the pending orders to that firm, will be cancelled in all three (3) Discoms with immediate effect. However in respect of completed/executed contract G.P. obligations as well as other liabilities shall be fulfilled by the supplier.

#### **(B) Severement of Business relation:**

(a) After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severmentof business relation as given below, the firm should immediately be severed the business relations for a period of 2 to 3 years indicating reasons of doing so, in the letter itself, and a copy of such severment should be given to the firm, with the approval of CLPC:-

(i) The supplier continuously refuses to pay Nigam dues without showing adequate reasons and where the purchasing authority is satisfied that no reasonable dispute

attracting reference to Settlement Committee or Court of Law exists for the supplier's action of non-supply.

(ii) When vendor does not accept LOI/detailed purchase order awarded on its accepted prices and terms & conditions or does not comply with the contractual formalities.

(iii) When vendor/supplier who otherwise completed contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender/completion of schedule delivery period whichever is later.

**Note-1**-In case supplier does not deposit outstanding dues towards Nigam, even after completion of severment period, the period of severment will continue.

**2.** Severment done purely/ mainly on account of non-deposition of dues against the supplier/vendor/contractor could be lifted by CLPC, if the dues are deposited prior to the expiry of such severment period.

3. Severment done by one Discom for non-supply of material and /or corresponding non-recovery of dues will not be effective in other Discoms except in respect of common purchase cases of three Discom.

4. On severment of business, the EMD/SD/vendor registration security will be forfeited.

5. The orders in execution satisfactorily will not be cancelled other than the order on which severment have been done.

#### **(C) DEBARMENT**

Reasons on which Debarment can be made:-

(i) The competent authority may debar the supplier on account of his performance or other disabilities, if it is no longer considered fit to remain under vendor registration as per his obligation under vendor registration.

(ii) If at any subsequent stage of inspection of firms after award of contract, it is found that firm does not have sufficient tech. staff or required/necessary technical equipments, the purchasing authority can debar the firm for one year or next tenders whichever is later. The debarment will be lifted only on re-inspection of firm's works; the defects noticed earlier are fully rectified to the satisfaction of Nigam.

(iii) When contract agreement executed and supplies commenced but could supply only up to 50% of ordered quantity and scheduled delivery period expired, then the firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/ capacity/size etc.

(iv) The suppliers who have been awarded contract for supply of material is not adhering to the periodic delivery schedule, the contract awarding authority reserve the right to terminate the contract and may debar the firm in participating in tender for a period of 2 to 3 years.

Note:-1. On debarment, the EMD/ SD/Vendor Registration security shall be forfeited.

**Note:-. 2.** If the firm is debarred for particular item and rating/capacity/size etc. in one Discom for any reasons then the same should be applicable in other Discom in case of common purchases for that particular item and rating/capacity/size etc.

#### **6.0 Penal Provisions against defaulter bidder:-**

**As per RTPP Act 2012 clause 42 (2) A bidder who-**

- (a) withdraws from the procurement process after opening of financial bids;**
- (b) withdraws from the procurement process after being declared the successful bidder;**
- (c) fails to enter into procurement contract after being declared the successful bidder;**
- (d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder,**

**without valid grounds. Shall, in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.**

#### **7.0 APPEALS AND APPLICATIONS:-**

Appeal against the order of blacklisting, severment and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter in B.O.D. within a period of 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.

#### **8.0 ELIGIBILITY OF BIDDERS FROM SPECIFIED COUNTRIES:-**

Orders issued by the Government of India / Government of Rajasthan restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

Bidders (including the term 'tenderer', 'consultant' or 'service provider') from a country that shares a land border with India shall be eligible to bid in this tender only if Bidder is registered with the Competent Authority as defined in General Financial Rules 2017 (GOI) and RTPP Act 2012 / Rule 2013 (GOR) with subsequent Amendment and relevant order issued from time to time. Bidders shall enclose the certificate in this regard. The relevant clauses explaining the definition of the Bidders and Model certificates are available at Appendix-C. All the bidders are required to furnish such certificate and comply to modalities of Annexure-C.

#### **GENERAL CONDITIONS : - (ALL CONDITIONS BE DULY SIGNED & SEALED)**

- I) The bidder shall clearly indicate the deviations such as 'Technical Deviation & Commercial Deviations' in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.
- II) The bidder must clearly fill up each and every particular of guaranteed technical particulars annexed with Technical Specifications otherwise he will be responsible for Technical Non-responsiveness.
- III) All documents required in the prescribed format are to be furnished along with the bid itself only except an attested copy of BIS license (wherever it is required), failing which the bid will be summarily rejected.
- IV) However, "a copy of BIS License irrespective to date of issue of BIS License may be submitted by the bidder up to the official working hours of one working day prior to the schedule /notified date of opening of price bid" along with undertaking that BIS License so furnished is valid till date and same has not been withdrawn /cancelled by Bureau of Indian Standard. Similarly undertaking of validity of BIS License be also furnished by the bidder who furnishes BIS License along with technical Bid.
- V) **The date of conducting type test shall be before the date of opening of Technical Bid. The date of issuing of type Test Bank Guarantee in lieu of non-furnishing of Type Test reports shall be before the date of opening of technical bid & the Type Test BG issued on or after opening of technical bid shall not be accepted.**

**SCHEDULE – III B****BANK GUARANTEE IN LIEU OF FURNISHING OF TYPE TEST CERTIFICATE**

( On Rajasthan Govt. Non-Judicial Stamp Paper worth Rs.0.25% of BG value or Rs. 25000/- whichever is less)

To,

The Superintending Engineer (MM&C)  
Jodhpur VidyutVitran Nigam Limited  
New Power House Premises,  
JODHPUR.  
Dear Sir,

Whereas Jodhpur VidyutVitran Nigam Limited , Jodhpur ( hereinafter called the purchaser) has issued a bid enquiry under TN..... for procurement of ..... ( Name of material) .

Whereas M/s ..... (hereinafter called the bidder) has furnished a bid for supply of ..... toThe Superintending Engineer (MM&C),,Jodhpur VidyutVitran Nigam Limited, Jodhpur or his Nominated officer (s) .

Whereas in accordance with the provision of the specification of the afore said TN..... , the bidder can deposit a bank guarantee in lieu of the requirement of furnishing the type test certificates.

Whereas M/s ..... ( the bidder) have requested us (Name of the Bank) to furnish the bank guarantee in lieu of the type test certificate for an amount equivalent to Rs..... ( in words also) only.

Under this Bank Guarantee , we (Name of the Bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder in the amount not exceeding ( amount of guarantee in figures and words).

Payment pursuant to this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the bidder , on receipt of the order and / or after the acceptance of this bid, makes default in furnishing the required type test certificates. Also whether the occasion or ground has arisen for such demand the decision of The Superintending Engineer (MM&C),JodhpurVidyutVitran Nigam Limited, Jodhpur, shall be final.

The liability of the Bank shall not at any time exceed Rs.....  
( Rupees.....).

The undertaking will be determined on but will not withstanding such determination, continue to be in force till the expiry of 3 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

The guarantee herein contained shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the Bank and the bidder or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of Courts only at JODHPUR in Rajasthan.

The bank further undertake not to revoke this guarantee during its currency except with the previous consent of The Superintending Engineer (MM&C),,VidyutVitran Nigam Limited, Jodhpur.

Notwithstanding anything contained herein before, the Bank's liability under this guarantee i.e restricted to Rs..... (Rupees ..... ) and the guarantee shall remain in force upto ..... Unless demand or claim in writing is presented on the Bank

within three months from that date, the bank shall be released and discharged from all liabilities there under. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

IN WITNESS WHEREOF the bank has executed these presents the day ..... month..... and year.....

Yours faithfully,

( Bankers)

Executants

Witness:

- 1.
- 2



**SCHEDULE –IV(A)**

**TN-2160**

**Must be filled in by the bidder and attached with Technical Bid (Part-I)**

To,  
The Superintending Engineer (MM&C),  
Jodhpur Vidyut Vitran Nigam Limited,  
Jodhpur.

Dear Sir,

With reference to your invitation to bid against specification No. JDVVNL/SE/MM&C/ TN-2160, we agree to supply the following quantity :

S. No.	Particulars of Items	Tendered Quantity (IN Kms.)	Qty. Offered (IN Kms.)	Justification of quantity offered as per Qualifying Requirement	Status of Type Test Certificates.
1.	2.	3.	4.	5.	6.
1.	<b>3CX50+35 Sq. mm</b>	<b>750</b>			

1. The offer is valid for a period of 120 days from the next date of opening of Techno-Commercial bid.
2. The prices are variable with **Base Date as 01-05-2026**.
3. It is noted that the quantity as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
4. The delivery shall strictly be in accordance with our delivery schedule as given in Schedule-VIII of this specification. In case we fail to deliver the materials as indicated in the clause No.1.23 of GCC (Section-II), we are liable to pay recovery for delay in delivery as per clause No.1.24 of this Section-II of this specification.  
The material shall conform to your specification No. **JDVVNL/SE/MM&C/ EIIAII/ TN- 2160** and as per relevant ISS in all respect.
5. We conform that we agree to all the terms& conditions as well as the technical stipulation of your specification No. **JDVVNL/SE/MM&C/ EIIAII/ TN-2160** and there are no deviations other than as specified in the **Section-VI (A & B)**.

**Yours faithfully,**

**Signature of bidder with stamp  
Dated.**



**SCHEDULE -V**

**JODHPUR VIDYUT VITRAN NIGAM LIMITED**

**A Govt. of Rajasthan Undertaking**

Statement of guaranteed technical particulars and other performance data for supply of  
..... (Name of material) against specification  
no.....

S.No.	Particulars of technical & other performance data guaranteed.
-------	---

Certified that we agree to all the aforesaid technical particulars and other performance data except following :-

S.No.	Particulars of technical & other data	Reasons for Performance deviations/depature.
-------	---------------------------------------	--

**(Signature)**

Name & Designation  
with seal of the bidder.

FILE :- GTP.SPEC-LTAB			SCHEDULE-V A	
		GUARANTEED TECHNICAL PARTICULARS OF LT XLPE INSULATED		
		AERIAL BUNCHED CABLE WITH BARE MESSENGER WIRE-		
		JDVVNL/SE/MM&C/ EIIAII/ TN- 2160		
---	-	-----	-	-----
Sl.	:	Particulars	:	AERIAL BUNCHED CABLE
No.	:		:	3CX50+35
---	:	-----	:	-----
1	A	Manufacturer's name and Works address	:	
	B:	GST No.	:	
2	:	Rated Voltage.	:	1100 V
3	:	Phase Conductor Details:	:	
	:	i) No. of Phase Conductors	:	3
	:	ii) Nominal Sectional Area of each	:	50
	:	conductor in Sq.mm.	:	
	:	iii) No. & Size of Strands(mm)	:	
	:	iv) Min. Tensile strength of each	:	
	:	strand in N/ Sq.mm.	:	
	:	v) Diameter of compacted conductor	:	
	:	with tolerance (in mm)	:	
	:	vi) Approx.Min. Weight of Phase	:	127
	:	Conductor (Kg./Km.)	:	
	:	vii) Max. DC resistance at 20 Deg.C.	:	
	:	(Ohm/Km.)	:	
	:	viii) Insulation thickness (mm)	:	
	:	Nominal	:	
	:	Minimum	:	
	:	ix) Standard specification to which	:	IS:8130/1984 & IS:14255/1995 with latest amendments.
	:	this material shall conform.	:	
4	:	Messenger (Neutral Conductor)	:	
	:	Details:	:	
	:	i) Nominal Sectional Area of each	:	35
	:	conductor in Sq.mm.	:	
	:	ii) No. & Size of Strands(mm)	:	
	:	iii) Diameter of compacted	:	



		conductor	
	:	with tolerance (in mm)	:
	:	vi) Approx.Min. Weight of Messenger	: 95
	:	Conductor (Kg./Km.)	:
	:	v) Min. Tensile strength in KN.	:
	:	vi) Max. DC resistance at 20 Deg.C.	:
	:	(Ohm/Km.)	:
	:	vii) Standard specification to which	:As per IS:398(Pt.IV)/1984 and IS:14255/1995 with latest amendments.
	:	this material shall conform.	:
5	:	Insulation of Phase Conductor :	:
	:	i) Material	: Black XLPE Compound (with U.V. resistance)
	:	ii) Standard specification to which	:As per IS:14255/1995 with latest amendments.
	:	this material shall conform.	:
		iii) Approx. Min. Weight of XLPE (Kg/Km)	
	:	iii) Deviation in properties.if any	:
6	:	Finished Cable (Complete Bunched	:
	:	Cable):	:
	:	i) Overall Dia (Approx.) in mm.	:
	:	ii) Total Mass (Approx.) in Kg/Km.	:
	:	iii) Lay pitch (mm)	:
	:	iv) Direction of Lay	:
7	:	Standard length of each cable & its	:
	:	tolerance in Mtr.	:
	:	i) Total length of cable in a drum	: 1000
	:	& its tolerance in Mtr.	: +/- 5%
8	:	Mass of finished cable in a	:
	:	drum & its tolerance in Kg/Km.	:
9	:	Whether material bears ISI	: Yes
	:	Certification Mark	:
	:		:
10	:	S.No. of ISI License and its	Yes
	:	validity	:
	:		:

11	:	Max.continuous current carrying	:
	:	capacity (Amp.).Please mention	:
	:	Clauses/Table No. & Standard	:
	:	Specification, If any.	:
12	:	Max.continuous conductor temp. due	:
	:	to load	:
13	:	Embossing	: As per Specification of TN-2160
	:		:
14	:	Any other particulars	:

FILE : GTP-DRUM-AB

ANNEXURE-V B

GUARANTEED TECHNICAL AND OTHER PARTICULARS OF DRUM FOR SUPPLY OF  
LT XLPE INSULATED AERIAL BUNCHED CABLE WITH BARE MESSENGER WIRETN- 2160

S. No.	P A R T I C U L A R S	AERIAL BUNCHED CABLE
		3CX50+35sqmm
	<b>Drum:</b>	-----AS PER IS: 10418 / 1982 WITH LATEST AMENDMENTS-----
	<b>i) Tare weight of drum</b>	
	<b>ii) Whether drum is wheel mounted</b>	
	<b>iii) Standard specification to which drums shall conform.</b>	
	<b>iv) Drum Detail &amp; Dimension</b>	
	<b>v) Whether 2-fully ply flange construction or 2-fully ply plus 1 segmental layer flange construction.</b>	
A	<b>Drum Size (in mm)</b>	
B	Flange Diameter(d1) (mm)	
C	Barrel Diameter(d2) (mm)	
D	Centre hole Diameter(d3) (mm)	
E	Overall width (L1) (mm)	
F	Traverse (L2) (mm)	
G	Thickness of Flange	
H	Barrel End (supporting disc	
	or core segment)	
a)	Diameter (mm)	
b)	Thickness (mm)	
I	Stretchers( Core Carrier Planks)	
a)	Number (Min)	
b)	Thickness x width (mm)	
J	Barrel Battens thickness	
	(Core Filler Planks)	
K	Barrel Middle Supports	
	(Middle Core discs)	
L	Thickness of External Laggings.(mm)	
	<b>DETAILS OF METAL COMPONENTS:</b>	
M	Clamping Studs with Hexagonal Nuts	
a)	Numbers	
b)	Diameter (mm)	
N	Square or Round Washers	
a)	Numbers	
b)	Diameter (mm)	

O	M.S. Bushes	
a)	Numbers	
b)	Thickness of Sleeve (mm)	
c)	Dimension of Sleeve (mm)	
d)	Number of Bolts	
e)	Diameter of Bolts	
P	M.S./ C.I. Centre Plate	
a)	Numbers	
b)	Dimensions of Square/ Triangular equal sides (mm)	
c)	Centre Plate Bolts.	
Q	Numbers	
i)	Diameter of bolts (mm)	
ii)	Centre Hole Diameter (mm)	

SCHEDULE –VI (A)



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser’s specification in respect of technical is as under:-

S.No.	Main Deviations from Technical Specification.
-------	---

Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature)  
Name & Designation  
with seal of the bidder.



**JODHPUR VIDYUT VITRAN NIGAM LIMITED**

**A Govt. of Rajasthan Undertaking**

**DEPARTUREFROM COMMERCIAL TERMS & CONDITIONS OF THE SPECIFICATION**

The bidder shall state under this schedule the departure from the Purchaser’s specification in respect of Commercial terms & conditions:-

S.No.	Main Deviations from Specification.
-------	-------------------------------------

Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to thespecification except for the deviation to the extent indicated above.

**(Signature)**

Name & Designation  
with seal of the bidder.



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

LIST OF PAST SUPPLIES

The bidder shall state under this schedule whether material and equipments, similar to those offered in the tender have been previously supplied by him. A list shall be given of such orders executed by him together with information regarding the names of purchasing organizations, quantities supplied and when the supplies were effected. This list should be in form given below:-

S.No.	Detailed particulars of items supplied	Qty in KM	Order No. & Date	Name & details of purchasing authority	Date of Completion
1	2	3	4	5	6
If executed partially mentioned		whether still to be executed	Delivery stipulated in (Qty.in KM.)		Remarksto be order
7		8	9		10

**Note:** Separate schedules are to be furnished by the bidder for past supply to the JVVNL/AVVNL/Jd.VVNL,other State Electricity Boards and other Departments /Organisations.

(Signature)

Name & Designation  
with seal of the bidder.

SCHEDULE-VIIA

TN- 2160

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_(Complete with address) have manufactured and supplied the goods / equipments / material during the following financial year(s) to the Electrical Utilities / Government Departments / Discoms/ SEBs as detailed out below:

S. No	Financial year in which material supplied	Detailed Particulars of item(s) supplied	Name and particulars of purchasing authority	Order No. & date against which item(s) supplied	Unit	Ordered		Actual Supplied during the Financial Year		Remarks
						Quantity	Value (Rs)	Quantity	Value (Rs)	
1	2	3	4	5	6	7	8	9	10	11

Signature

Signature of C.A

Name & Designation  
With Seal of the Bidder  
Date\_\_\_\_\_  
Place\_\_\_\_\_

Name :  
Address:  
  
Membership No:  
UDIN NO.

The above particulars are true and correct based on explanations, records and books of accounts produced before us. Further the above certificate issued on the request of the company.

CA Firm (\_\_\_\_\_)

NOTE- AN UNDERTAKING FOR THE SAME BE FURNISHED AS DETAILED IN ANNEXURE-I

**Note:-The CA Certificate should be furnished on the letter head of CA and must be signed by the bidder and C.A. firm. The details i.e. address of C.A. & membership No. shall clearly be mentioned on C.A. certificate. In case C.A. certificate is not signed by the bidder/furnished without membership No. & address of C.A. then same may not be considered for which responsibility rests with the bidder.**



Schedule –VIII



JODHPUR VIDYUT VITRAN NIGAM LIMITED

DELIVERY SCHEDULE

PART-A

The delivery schedule of the material by the Purchase Officer is as mentioned hereunder:-

S.No.	Particulars of Material	Commencement period	Rate of supply per Month material	Period for completion of delivery of entire
1.	3CX50+35 Sq.mm	30 Days From date of receipt of Purchase Order	Equal Monthly	6 Months Thereafter.

PART-B

In case bidder deviates from the delivery schedule mentioned by the purchaser in Part-A then the delivery schedule shall be indicated/mentioned by the bidder as under:-

S.No.	Particulars of Material	Commencement period per Month.	Rate of supply per Month material	Period for completion of delivery of entire
-------	----------------------------	-----------------------------------	---	--

Note:

- 1.During the commencement period the process of model assembly and submission of B.O.M. for approval shall be got completed.
2. During the commencement period the contractual formalities shall be got completed.

(Signature)

Name & Designation  
with seal of the bidder.

**SCHEDULE –IX****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking**

List of Equipments and Technical Hands Available with the Firm

(To be filled in by the bidders & enclosed with the bid)

Manufacturers who are quoting against this bid are requested to furnish the following information along-with the bid. The Purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1. Name and Address of Manufacturer.
2. Official E-mail ID
3. GSTIN No
4. Whether the firm is proprietor/partnership/ltd.,(give details & enclose memorandum)
5. Place where works exist.
6. Details of machinery particularly with B.H.P. of each item installed.
7. Details of staff employed in the works.
8. Date when started the manufacturing of item under reference.
9. List of items manufactured.
10. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
11. Details of order so far, executed alongwith the names of organization to whom supplied.
12. Manufacturing capacity.
13. Is the workshop open for inspection by the representative of the board, if required?
14. Statement of financial resources and Banking Reference alongwith Balance-Sheet for previous two years.
15. Testing facilities available for the manufactured articles in the testing laboratory of works.
16. Whether the Firm is a small/medium/large scale industry.
17. Registration No. with :-
  - i. Small Scale, National/State.
  - ii. DGTD
  - iii. State Industries Department.

**(Signature)**

Name & Designation  
with seal of the bidder.

SCHEDULE – X

(TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)

FORMAT OF AFFIDAVIT

I \_\_\_\_\_ S/o \_\_\_\_\_ Aged \_\_\_\_\_ Yrs. \_\_\_\_\_  
Residing at \_\_\_\_\_ Proprietor/Partner/Director of  
M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s \_\_\_\_\_ has been issued  
acknowledgement of Entrepreneurial Memorandum Part II by the District Industries  
Centre \_\_\_\_\_. The acknowledgement No. is \_\_\_\_\_ dated  
\_\_\_\_\_ and has been issued manufacture of following items:

Name of Items	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	
(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.	
(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.	
(d)The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.	

Place \_\_\_\_\_

Signature of  
Proprietor/Director Authorized Signatory  
With Rubber Stamp and date

VERIFICATION

I, \_\_\_\_\_ S/o \_\_\_\_\_ Aged \_\_\_\_\_ Years residing at  
\_\_\_\_\_ Proprietor/ Partner/ Director of M/s  
\_\_\_\_\_ verify and confirm that the contents at (a), (b), (c)  
& (d) above are true and correct to the best of my knowledge and nothing has been concealed  
therein. So, help me God.

DEPONENT

**SCHEDULE-XI****JODHPUR VIDYUT VITARAN NIGAM LIMITED****(MATERIAL MANAGEMENT & CONTRACT)****NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003****TELEPHONE: 0291-2742223/FAX: 0291-2746539/E-mail-semmcjdvvn1@gmail.com****Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ****SPECIFICATION FOR SUPPLY 3CX50+35 Sq. mm AGAINST TENDER NOTICE NO: TN-2160**

<b>Last Date &amp; time for down loading of tenders</b>	<b>11-06-2026 upto 4.00 PM</b>
<b>Last Date &amp; time for submitting of tenders</b>	<b>12-06-2026 upto 12.00 PM</b>
<b>Date of opening of tenders</b>	<b>12-06-2026 at 3.00 PM</b>
<b>Cost of Specification</b>	<b>Rs.2950.00 (Two Thousand Nine Hundred Fifty Only) For MSME of Rajasthan Rs. 1475.00 (One Thousand Four Hundred Seventy Five)</b>
<b>Tender Processing fees</b>	<b>Rs.2500 (Two Thousand Five Hundred Only)</b>
<b>Validity</b>	<b>120 days from the next date of opening of Techno commercial bid.</b>
<b>Bid security to be deposited</b>	<b>3CX50+35 Sq. mm</b>
<b>General Bidder</b>	<b>Rs.303550.00</b>
<b>Sick Unit of Rajasthan</b>	<b>Rs.1517775.00</b>
<b>SSI unit of Rajasthan</b>	<b>Rs. 758887.50</b>

Estimated unit FOR price of 3CX50+35 is Rs.202370Per Kms.

1. The bids not accompanied with qualification requirement , technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:
  - i) Capacity, capability and competency proofing documents.
    - a) Capacity /orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
    - b) Copy of purchase orders of Erstwhile RSEB /SEB`S / Electric Utilities / Govt. Departments / Discoms for similar or higher rating equipment latest executed.
  - ii) Year wise past experience for last 10 years of similar or higher rating of tendered equipment.
  - iii) The details of testing facilities available at the works and copies of latest type test certificates, carried out on similar ITEM.
  - iv) Quality assurance plan.
  - v) Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.
2. Bids without Section-I, II, III & Schedules (I to XI) shall be rejected.
3. Bids shall be furnished in single copy.
4. JdVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
5. JdVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification (Section-III).
6. Deviation of any kind shall not be quoted in BOQ (Bill of quantity) , if found quoted, the same shall be ignored.
7. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JdVVNL).
  - i) Suitable accommodation.
  - ii) Local conveyance between arrival point, place of stay, works and departure point.

iii) The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided.

**(Signature)**

Name & Designation

with seal of the bidder.

## GENERAL

**AMENDMENT IN ITB AND GCC**

**The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-**

- 1. Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as under:-**

**BID SECURITY**

Bid security shall be 2% **of the estimated value of subject matter of procurement put to bid.** In case of Small Scale Industries of Rajasthan it shall be 0.5% of the **quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

**In case SSI unit of Rajasthan quotes the less than the tendered quantity, then they are required to furnish Bid Security @ 0.5% of the value of the quantity offered by them, failing which bid shall be considered non-responsive.**

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur) 342003 **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid or Bank Guarantee, in specified format, of a scheduled bank in favor of Superintending Engineer (MM&C), JDVVNL, Jodhpur, **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable). along with affidavit as per schedule X on non-Judicial stamp of Rs. 100/-

The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee is not in proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

The Micro, Small & Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence duly attested by Notary to claim the above.

- 2) Wherever Performance Bank Guarantee (PBG) and Composite Bank Guarantee (CBG) are appearing in the ITB, GCC & other Bidding Documents, same are hereby replaced by PERFORMANCE SECURITY as under:-**

**PERFORMANCE SECURITY**

The Performance security wherever appearing in the tender document may be read as under:-

- 5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 10% of the amount of work order, in case of procurement of works;
- 1.0% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- 2.0% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

**Additional Performance Security:-**

- (1) In addition to Performance Security, an Additional Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement.
- (2) The Additional Performance Security shall be deposited through Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation:** - For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

**3) VENDOR REGISTRATION**

**The relaxation/exemption given to the registered vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.**

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**

- 5) The following amendment is hereby made in GCC Clause No. 1.43 (Due Date of Payment):**

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor / supplier generally on **45<sup>th</sup> day** after receipt of duly verified challans / receipts / bill in the office of paying authority {Sr. Accounts Officer (Cash & CPC) Jodhpur Discom, Jodhpur / Concerned Circle Accounts Officer} and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier.

- 6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.**

**7) APPEAL:**

i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:**

Sr.No	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman, Discoms
2	Second appeal	Energy Department, Government of Rajasthan

ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-

a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.

b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.

iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

vi) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**8) Bidder is required to furnish a Declaration as per Appendix-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules)."**

**9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.**

**10) AMENDMENT IN CLAUSE NO. 1.60.6 (C ) OF GCC.**

The Clause no. **1.60.6 (C)** of General Conditions of Contract (GCC) is **now may be read** as under:

**After applying Price Fall Clause, positive Price Variation shall be payable, however negative Price Variation, if any, shall be deducted.**

**In Place of existing clause no. 1.60.6 (c) of GCC:**

After applying Price Fall Clause, no positive Price Variation will be payable, however, negative Price Variation, if any, shall be deducted.

**The contract agreement must be submitted to the purchasing authority within 15 days of receipt of Purchase Order.**

**11) If a bidder has been debarred under the provisions of RTPP ACT/Rules as mentioned hereunder by any procurement entity/ Govt. agency, bid of such bidder will not considered for any item:-**

a) if he has been convicted of an offence under the prevention of corruption Act, 1988 (Central Act No, 49 of 1988); or

b) if he has been convicted of an offence under the Indian Penal Code, 1860 (Central Act No,45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract; or

c) a bidder has breached the code of integrity prescribed in terms of Code of integrity.

**12) Clause No. 1.1.11 of General Conditions of Contract (G.C.C):-**

The Month should be construed as an English calendar month and not a period of 30 days for the purpose of calculation of delay in delivery, price variation etc. and "week" shall mean a period of 7 days.



**Addendum in the provision of Instruction to bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:**

**1.12.2(A) for quantity allocation**

**(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual**

- (a) Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case of supply made to the licensed power utility out side India, the C.A. certificate furnished by firm shall be considered.

**Note:** - The material supplied and accepted for same/higher rating for turnkey project(s) to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

- (b) **(i)** The trial order for a particular item shall not generally exceed 10 % of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level purchase committee up to the extent of 30 %, to take the advantage of lower price where situation of differential prices offering is arising.
- (ii)** The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time shall not be carried out. Similarly, For the tendered item(s) where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the utility. The capacity/capability assessment of such a bidder shall also not be carried out.

**(iii) Award criteria under Para No. 10.2 (iii) of purchase manual**

- (a) In case of distribution transformers of rating 40 KVA and below, LT cables & conductors and fabricated steel items, order quantity may be distributed in the following manner: -

**20% to L1**

**15% to L2**

**10% to L3**

**05% to L4**

50% to be distributed equally among other firms subject to the condition that not more than 5% of the quantity to be purchased will be allotted to any one of such firms. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

- (b) In case of other items except poles, order quantity may be distributed in the following manner:

**40% to L1**

**20% to L2**

**10% to L3**

**06% to L4**

The balance quantity may be equally distributed among other firms subject to the condition that not more than 4% of the quantity to be purchased will be allotted to any such firm. The balance, if any, will be distributed in the same proportion as indicted above the first four firms.

- (c) In case of poles, the order may be awarded on the basis of landed cost (material and transportation taken together). The allocation of quantity location/destination wise may be made among the eligible firms in equal proportion as far as possible.

APPENDIX-A  
**Bank Guarantee No.** \_\_\_\_\_.  
Security Amount : \_\_\_\_\_.  
Issued on dated : \_\_\_\_\_.  
Valid upto : \_\_\_\_\_.  
Claim upto / Grace period: \_\_\_\_\_.

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

(Bank Guarantee in lieu of bid Security on non-judicial Stamp Paper of Rajasthan State of 0.25% of the B.G. value or Rs.25,000/-, whichever is less)

To,  
  
The Superintending Engineer (MM&C),  
  
Jodhpur VidyutVitaran Nigam Limited,  
  
Jodhpur.

1. Whereas \_\_\_\_\_ (name of the Bidder) (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_ (date of submission of bid) for \_\_\_\_\_ (name of contract/ name of the material with Bid no. / TN No. \_\_\_\_ ) (hereinafter called ‘the Bid’).
2. KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name and address of branch of Bank ) of \_\_\_\_\_ (name of country), having our registered office at \_\_\_\_\_ (addresses of bank) (hereinafter called ‘the Bank”), are bound unto \_\_\_\_\_ (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of Rs. \*\_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.
3. THE CONDITIONS of this obligation are :
  - i. If the bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
  - ii. If the bidder refuses to accept the correction of error in his Bid; or
  - iii. If the bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
    - a. Fails or refuses to execute the Contract Agreement within the time specified in purchase / work order, if required, or
    - b. Fails or refuses to furnish the performance security within the time specified in purchase / work order in accordance with the GCC, or
    - c. Fails to commence supply of goods or services or execute work as per purchase / work order within time specified.
  - iv. If the bidder breaches any provision of the Code of integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.
4. We undertake unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. \_\_\_\_\_ (in words Rs. \_\_\_\_\_) upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the above three conditions specifying the occurred condition or conditions.
5. The decision of the Superintending Engineer (MM&C), Jodhpur VidyutVitaran Nigam Limited, Jodhpur shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.
8. We \_\_\_\_\_(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur.

- 9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of the Courts in Jodhpur, Rajasthan alone.
- 10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. upto \_\_\_\_\_, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of :

(signature with full Name and Address)

Witness :

- 1. \_\_\_\_\_.
- 2. \_\_\_\_\_.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing Bank.

\* The Bidder should insert the amount of the guarantee in words and figures  
denominated in the currency of bid.

**Note :** In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

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**Declaration by the Bidder**

**(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/± Surcharge as per rules) (Notarized)**

In relation to my / our bid submitted to SE(MM&C) for procurement of \_\_\_\_\_ in response to their notice inviting bids under TN-\_\_\_\_ We hereby declare under section 7 and 11 of Rajasthan Transparency in Public Procurement Act, 2012, that : -

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
2. I/We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document.
3. I/We are qualified, not insolvent, not in receivership, not bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons.
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rules, 2013 and the bidding document, which materially affects fair competition.

Date :

Place :

Signature of bidder Name :

Designation : Address :

**Declaration by the Bidder**

**(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/± Surcharge as per rules) (Notarized)**

In relation to my / our bid submitted to SE(MM&C) for procurement of \_\_\_\_\_ in response to their notice inviting bids under TN- \_\_\_\_ We hereby declare that : -

1. I/We have not blacklisted / debarred by any utility / Government agency of all over India under mentioned rules :-
- a) We are not convicted of an offence under the prevention of corruption Act, 1988 (Central Act No, 49 of 1988); or
- b) We are not convicted of an offence under the Indian Penal Code, 1860 (Central Act No,45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

2. I / We further undertake that We have not been blacklisted / debarred for the offences / grounds other than enumerated (1) above by any Rajasthan Discom, then the debarment shall be limited to such Discom only and not to others.

Signed\_\_\_\_\_ Name\_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for an on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal\_\_\_\_\_

**ANNEXURE-I**

**UNDERTAKING FOR CA CERTIFICATE (TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)**

I/WE UNDERTAKE THAT THE CA CERTIFICATE SUBMITTED AS PER THE REQUIREMENT OF PRE-QUALIFICATION REQUIREMENTS, FOR ADJUDGING THE PAST SUPPLIES ,UNDER THE SUBJECT TENDER, TN-\_\_\_\_\_ , IS CORRECT AND I, UNDERSIGNED WILL BE SOLELY RESPONSIBLE FOR ANY DEVAITION/ DISCREPANCY/ IN-CORRECT INFORMATION , IF EVER NOTICED IN THE CA CERTIFICATE.

FURHER, IN CASE, IF ANY DEVAITION/DISCREPANCY/IN-CORRECT INFORMATION IS NOTICED IN THE CA CERTIFICATE FURNISHED WITH THE BID, AT ANY STAGE DURING PROCESSING/ CURRENCY OF TENDER, DISCOM CAN TAKE THE ACTION AGAINST THE FIRM

M/s\_\_\_\_\_

\_\_\_\_\_AS PER THE RULES & REGULATIONS.

**(SIGNATURE)**

NAME & DESIGNATION

WITH SEAL OF THE BIDDER

**ANNEXURE-II**

**Bidders are requested to furnish following details:**

1.           **Name of Firm :**
2.           **Office Address :**
3.           **Work's Address :**
4.           **Email Address :**
5.           **Phone / Mobile No. :**
6.           **Fax No. :**
7.           **Name of Firm's representative :**
8.           **Contact No. of Firm's representative:**
9.           **GST IN:**
10.          **For releasing Payment through NEFT/RTGS provide following details :-**
  - (i) **Name of Account Holder:**
  - (ii) **Name of Bank & Branch Address:**
  - iii) **Account No. :**
  - iv) **IFSC Code:**
11. **Whether the firm has been black listed or business relation with the firm has been severed with AVVNL/ JdVVNL/ JVVNL under any Tender. If yes, provide the details.**

**ANNEXURE-III****COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST****(Must be signed by the bidder and attached with Techno-commercial bid)****1. COMPLIANCE WITH THE CODE OF INTEGRITY**

Any person participating in a procurement process shall:

- a)** Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b)** Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c)** Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d)** Not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e)** Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f)** Not obstruct any investigation or audit of a procurement process;
- g)** Disclose conflict of interest, if any;
- h)** Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procurement entity.

**2. Conflict of Interest**

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**(Bidder's Signature)****Name & Designation with seal of the bidder**



**Model Clauses for Tenders**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

(As defined in General Financial Rules 2017 and RTPP Act 2012 / Rule 2013 with subsequent Amendment and relevant order issued from time to time)

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association or several persons, or firms Companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**IV. The beneficial owner for the purpose of (iii) above will be as under:**

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation:-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more

interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

**Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**"

**Model Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**"

**Model Certificate for GeM:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**"