

## **BHARAT HEAVY ELECTRICALS LIMITED**

### **TRANSMISSION BUSINESS GROUP, NOIDA**

#### **PRE-QUALIFYING REQUIREMENTS**

Tender Ref. No.: TBSM/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22

Date: 08.07.2021

**SUB: TENDER FOR “TENDER SPECIFIC STRATEGIC TIE-UP FOR CONSTRUCTION OF 400 KV AND 220 KV TRANSMISSION LINE WORK ( DETAILS AS BELOW) INCLUDING SUPPLY OF ALL EQUIPMENT/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), ARRANGEMENT / SETTLEMENT OF RIGHT OF WAY, TESTING & COMMISSIONING ON EPC BASIS” FOR M/S RRVPNL AT PACHPADRA IN RAJASTHANÖ.**

**Details of Transmission line: -**

- i) CONSTRUCTION OF LILO OF ONE CKT. OF EXISTING 400KV D/C RAJWEST – KANKANI LINE AT PROPOSED 400KV GSS PACHPADRA (TWIN MOOSE) -(35KMS) ON TURNKEY BASIS (DEPOSIT WORK)
- ii) CONSTRUCTION OF LILO OF ALREADY CONSTRUCTED 220KV S/C BALOTARA – HRRL LINE AT PROPOSED 400 KV GSS PACHPADRA – (3 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)
- iii) CONSTRUCTION OF 2X220 KV S/C LINE [ON D/C TOWERS] FROM PROPOSED 400KV GSS PACHPADRA TO M/S HRRL – (28 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)
- iv) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)

Only those bidders who are technically and financially capable to execute the subject Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer along with credentials in as per the procedure specified in tender documents.

**A) Pre -qualification Requirement for construction of Subject 400 KV and 220 KV Transmission Line work**

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in table below regarding the Bidder’s technical experience and financial position as demonstrated by the Bidder’s responses in the corresponding Bid Schedules.

Technical experience and financial resource of any sub-contractor/ subsidiary/ associate group or company shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria. The bidder shall be required to furnish the information as detailed hereunder:-

sl no.	Qualifying requirement details	Supporting documents required
<b>1</b>	<b>Bidder Status</b>	
	1.1 (a) The Bidder must be a company registered and incorporated in India as per Companies Act, 1956 / 2013 or Proprietary Firm or Partnership Firm.	1.1(a) Memorandum of Association, Registration Certificate as per Companies act, 1956/2013 or as per its latest amendment in case of Companies. OR Registration Certificate under Rajasthan Shop & Establishment Act, 1958 or similar Act in case of Proprietary firm. OR

	<p>1.1(b) If the Bidders belonging to or with beneficial ownership from countries sharing land border with India must be registered with the Industries department of the Government of Rajasthan or Competent Authority of the Government of India.</p> <p>OR</p> <p>Bidders do not belonging to or with beneficial ownership from countries sharing land border with India.</p> <p>1.2 The bidder must have "A-Class" or Equivalent category Electrical contractor License issued in any State of India as on the date of bid opening.</p> <p>1.3 The bidder must be registered for EPF.</p> <p>1.4 The bidder must be registered for ESI.</p> <p>1.5 The bidder shall have PAN Card.</p> <p>1.6 The bidder should have filed Income Tax Returns of last three financial years</p> <p>1.7 The bidder shall have Goods and Service Tax (GST) Registration</p>	<p>Registration certificate from Registrar of Firms in case of Partnership firm.</p> <p>1.1(b) Registration Certificate with the Industries department of the Government of Rajasthan or Competent Authority of the Government of India and shall be valid up to bid validity period.</p> <p><b>Furnish Undertaking (Annexure-D), as per Annexure – bidders Eligibility</b> Certificate on nonjudicial stamp paper of Rajasthan worth Rs. 50/-</p> <p>1.2 "A-Class" Electrical Contractor License Certificate (For certificate of the states other than Rajasthan, the successful bidder is required to submit the "A-Class" Electrical Contractor License from Chief Electrical Inspector, Govt. of Rajasthan within 45 days of Finalization / Award of Contract).</p> <p>1.3 Copy of EPF Registration Number Certificate/Letter.</p> <p>1.4 Copy of ESI Registration Number Certificate/Letter.</p> <p>1.5 Copy of PAN Card.</p> <p>1.6 Copy of ITR Returns of Last three Financial Year</p> <p>1.7 Copy of GST Number / Registration Certificate/ Letter</p>
<b>2</b>	<b>Technical Experience</b>	
	<p>1) The bidder must have satisfactorily completed/executed contract with or without supply of conductor for following voltage rating and route length of transmission line anywhere in India during last seven(7 Years) as on the date of technical bid opening <b>( 27.07.2021 )</b> and must be in Satisfactory operation for a period of one (1) year.</p>	

	<p>A) One order of minimum line length of 61 Km of 400KV or above voltage class OR B) One order of minimum line length 35 Km of 400KV or above voltage class and one order of minimum line length of 41 Km of 220 KV or above voltage class (Total two orders). OR C) One order of minimum line length 30 Km of 400KV or above voltage class and Two orders of minimum line length of 61 Km of 220 KV or above voltage class. (Total three orders).</p> <p>2) Out of the requirement given at 1 above , Bidder should have at least constructed &amp; commissioned at least one order of minimum line length of 19 Km transmission line of 400 KV or 220 KV or above voltage on Turnkey** basis.</p> <p><b>.** Turnkey means design, supply, erection (including civil works), testing and commissioning</b></p>				
<b>3</b>	<b>Financial Situation (Minimum Average Annual Turnover (MAAT))</b>				
	<table border="1"> <thead> <tr> <th data-bbox="264 699 810 737">Criteria</th><th data-bbox="810 699 1505 737">Submission requirement</th></tr> </thead> <tbody> <tr> <td data-bbox="264 737 810 919">The bidders shall meet Minimum Average Annual Turnover (MAAT) for best three (3) financial years out of last five (5) financial years equal to <b>Rs 45.12 Crore.</b></td><td data-bbox="810 737 1505 919">i) Audited balance sheets and income statement as detailed in <b>Schedule-N.</b> OR ii) CA certificate</td></tr> </tbody> </table>	Criteria	Submission requirement	The bidders shall meet Minimum Average Annual Turnover (MAAT) for best three (3) financial years out of last five (5) financial years equal to <b>Rs 45.12 Crore.</b>	i) Audited balance sheets and income statement as detailed in <b>Schedule-N.</b> OR ii) CA certificate
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<b>4</b>	<b>Financial Situation (Liquid Assets)</b>				
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<b>6</b>	<b>Pending Litigation</b>				
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7	Other Subcontracting Requirements		
	Requirement	Compliance Requirement	Submission Requirements
	<p><b>1) Transmission Line Towers</b>  Manufacturer should have experience of,  a) Manufacturing capacity per financial year-3000 MT.</p> <p>b) Manufacturing experience:-  Average quantity of 220 KV &amp; above voltage towers manufactured per financial years during last three financial years (immediately preceding) the 26.07.2021) should not be less than -1500 MT</p>	<p>complied with by the Bidder or by its proposed <b>specialist subcontractor</b></p>	<p>Manufacturer's Authorization and Documents pertaining to compliance of criteria.</p>
	<p><b>2) Conductor:-</b>  The bidder must be a manufacturer of 61 strands (Moose + Zebra) of higher ratings ACSR conductor or an authorized distributor or selling agent of such a manufacturer:</p> <p>a) <b>Past supply Criteria :-</b>  The manufacturer should have supplied directly or through his representative at least 80% of the required quantity i.e 466 Kms. of 61 strands (Moose+Zebra)of higher rating of ACSR conductors in one year (i.e. continuous period of 12 months) during the last five years as on the 27.07.2021.</p> <p>b) <b>Past Performance Criteria :-</b>  Satisfactory performance of at least 20% of the required quantity i.e 116 Kms. of similar or higher rating of 61 strands (Moose + Zebra) or higher ratings of ACSR conductors for a continuous period of at least one year during last five years as on the 27.07.2021</p>		<p>i) Manufacturer's Authorization And Documents pertaining to compliance of criteria.  <b>Schedule-G.</b>  ii) CA Certificate.</p> <p>(i) Duly self attested Performance certificate from the purchaser/ end user clearly indication the Quantity supplied , date Of commissioning , rating and voltage class</p>
<p><b>Note for Point no.7:-</b> In the case of a Bidder, did not manufacture or otherwise produce, the Bidder shall provide the Manufacturer's authorization, using the form provided, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country.</p>			

Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subject to clarification. However, failure of the Bidder to submit the omitted authorization shall lead to rejection of the Subcontractor or Manufacturer of the item under evaluation

<b>8</b>	<p>General Requirement:-</p> <ol style="list-style-type: none"><li>1) The Bidder must be submit the required documents as per Schedule N of M/s RRVPNL Documents (Attached herewith)</li><li>2) The bidder shall submit the following documents in compliance of above mentioned requirement along with technical bid in support of qualification<ol style="list-style-type: none"><li>i) Contract Agreement/ Work Order/LOI alongwith BOQ</li><li>ii) performance/ completion/ execution certificate issued by Customer/ Contractor</li></ol></li><li><b>3) Consortium/ JV bidding is not allowed under this NIT.</b></li><li>4) The bid shall include all the information listed in Bidder's status at point no. 1.0 above</li><li>5) The Bidder; who must fulfil the qualifying criteria mentioned above and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories</li><li>6) The lead partners (BHEL) shall be authorized to incur liabilities and receive instructions for and on behalf of both the partners (BHEL &amp; Transmission line conductor) of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner (BHEL).</li><li>7) Both the partners of the Joint Venture ( BHEL &amp; Transmission line contractor) shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned above as well as in the bid form and in the Contract Form (in case successful bid).</li></ol>

**Note:-**

**The above stated requirements are minimum and the BHEL reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder. If in the opinion of the BHEL, the details furnished by the bidder(s) are incomplete, their price bid shall not be opened.**

**B) BHEL reserves the right to:**

**1) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.**

- (a) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (b) May ask for further qualification during techno commercial scrutiny of bids received.
- (c) May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.

**2) BHEL shall not be responsible for any delay, loss, damage for bids sent by post.**

**3) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.**

- 4) Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.**
- 5) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.**
- 6) If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.**
- 7) Bidder's selection is subject to approval of BHEL's customer for this work.**
- 8) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, [www.bhel.com](http://www.bhel.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
- 9) Notwithstanding anything stated above, BHEL/RRVPNL reserves the right to assess the Bidders/associates capability and capacity to perform the Contract, should circumstances warrant such assessment, in the overall interest of the Purchaser. Further BHEL reserves the right to cancel the Tender at any stage, even after awarding the contract**

## Annexure- D

**BIDDER ELIGIBILITY CERTIFICATE****(To be furnished on the non-judicial stamp paper worth Rs. 50/-)**

We hereby certify that we have read and understood the provision of order no. F.2(1)FD/G&T-SPFC/2017 jaipur, dated 15.01.2021 issued by Finance (G&T) Department, Government of Rajasthan regarding requirement of mandatory prior registration of bidders from the countries sharing land border with India.

As per Finance (G&T) Department, GOR order dated 15.01.2021 regarding prior registration of the bidders from countries sharing land border with India-Restrictions under Rule 13 of the Rajasthan Transparency in Public Procurement Rules 2013, any bidder belonging to or with beneficial ownership from countries sharing a land border with India will be eligible to bid in any procurement only if the bidder is prior registered with the competent authority of GoI or GoR.

(i) In above order of GoR "Beneficial owner" means,-

- a) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person,
- b) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company,
- c) "Control" all include the right to appoint the 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;
- d) In case of a partnership firm, the "beneficial owner" is the natural person or persons 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;
- e) In case of an unincorporated association or body of individuals, the "beneficial owner" is the natural person or persons, 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;
- f) Where no natural person is identified under sub-clause (a), (b), (c), (d) or (e) above, the "beneficial owner" is the relevant natural person who holds the position of senior managing official;

g) In case of a trust, the identification of beneficial owner or owners 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.

(ii) Further, "Bidder from a country which shares a land border with India" means,

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

We also certify to have understood the FD, GOR notification dated 01.01.2021 issued in compliance of order No. F.No.6/18/2019-PPD dated 23.07.2020 issued by public procurement division department of expenditure, Ministry of Finance, Government of India, New Delhi regarding conditions and restrictions as a bidder.

We, \_\_\_\_\_ (Bidder name to be inserted) certify that as bidder in Bid having Unique ID No. \_\_\_\_\_ (insert details), we fully comply with the above referred order and notification conditions as bidder. The requirement of registration certificates under these order and notification do not apply on us.

We certify and accept that if the informations as above found to be false, this would be a ground for immediate termination and further legal action on us in accordance with law.

I [Mr. \_\_\_\_\_ (Name of Authority)] am fully authorized to issue this certificate on behalf of M/s \_\_\_\_\_

Name of issuing Authority \_\_\_\_\_  
 Signature of issuing Authority \_\_\_\_\_  
 Address of issuing Authority \_\_\_\_\_  
 Phone No. of issuing Authority \_\_\_\_\_  
 Fax No. of issuing Authority \_\_\_\_\_



**QUALIFYING REQUIREMENT DATA**

Bidder's Name &amp; Address:

In accordance with the clause 2.0 of Part -ITB, ANNEXURE-A (BDS), we are furnishing the following details/ documents in support of Qualifying Requirement for

**CONSTRUCTION OF 400/220KV GSS PACHPADRA ALONGWITH 500MVA 400/220/33 kV TRANSFORMER AND 400 kV, 125MVAR BUS REACTOR INCLUDING SUPPLY OF ALL EQUIPMENTS/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), TESTING AND COMMISSIONING (ON TURNKEY BASIS) & Associated Lines Including Supply, Erection, Testing & Commissioning of Equipment/ Material and associated Civil work against Specification No. RVPN/EHV/BN-9019002102**

**1.0 Attached copies of original documents defining.**

- (a) The constitution or legal status:
- (b) The place of registration and principal place of business;
- (c) Written power of attorney of the signatory of the bid to commit the Bidder.
- (d) GST (Goods & Service Tax) Registration No.

**2.0 Attach copies of original letter of authority to seek reference from our banks.****3.0 General Information**

All individual firms bidding for the Substation are requested to complete the information in this form. The requisite information to be provided for all firms.

Where the Bidder proposes to use named Sub-vendors/ subcontractors for critical components of the Equipments/ works, the following information should also be supplied for the subcontractor(s).

1.	Name of firm	
2.	Head Office address	
3.	Telephone Contact Person	
4.	Fax	
5.	Place of incorporation/ registration	Year of incorporation/ registration
6.	GST (Goods & Service Tax) Registration No.	
7.	MSME Registration, if any.	

**4.0 General Experience Record**

Name of Bidder

All individual firms are requested to complete the information in this form.

**4.1 Average Annual Turnover**

The information supplied should be the annual turnover of the Bidder for last five financial years.

Bidders should not be required to enclose testimonial certificates and publicity material with their application; they will not be taken into account in the evaluation of qualification. Annual Turnover Data		
S. No.	Year	Turnover
1		
2		
3		
4		
5		

**The audited balance sheets and income statements of Bidder (separate) for last 5 years are enclosed with the Bid.**

#### 4.2 Liquid Assets

We hereby confirm that the liquid assets (current assets minus inventories) and/ or evidence of excess to or availability of credit facilities of our company, i.e. \_\_\_\_\_ (name of Bidder, as on \_\_\_\_\_ (date) is Rs. \_\_\_\_\_ million.

The audited balance sheets and income statements of Bidder (separate) for last 5 years are enclosed with the Bid.

#### 5.0 Particular Experience Record

Name of Bidder (individual firms)

To qualify, the Bidder shall be required to pass the specified requirements applicable to this form, as set out in the 'Qualifying Requirements.'

On a separate page, using the format of Para 8.0 each Bidder (individual firms) is requested to list all contracts of a nature, complexity and size comparable to the proposed contract for which the Bidder wishes to qualify, undertaken during the last Seven years. The information is to be summarized for each contract completed or under execution by the Bidder.

Where the Bidder proposes to use named subcontractors for critical components of the Equipments/ works, the information in the following form should also be supplied for each Sub-vendor (s)/ subcontractor (s).

#### 6.0 Details of Contracts of Similar Nature, Complexity & Size

Name of Bidder

Use a separate sheet for each contract.	
	Name of contract
1	Country
2	Name of the Owner
3	Owner's address
4	Nature of works and special features relevant to the contract (Please indicate the following details) Voltage Level ----- kV or higher Route Length / Switchyards (inkms.)/ (in Nos.) Surveyed/ Switchyard Design (Yes/ No) Laying of Line/Complete Substations (inkms.)/ (in Nos.)
5	Contract role (check one) <input type="checkbox"/> Prime contractor <input type="checkbox"/> Sub contractor

6	Value of the total contract (at completion, or at date of award for current contracts).
7	Date of award
8	Date of completion
9	Contract duration (years and months)
	Performance certificate

#### 7.0 Summary Sheet: Current Contract Commitments or Works in Progress.

Name of Bidder

Bidders (individual firms) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract (reported on para 7.0)	Value of outstanding work (current Indian Rupees)	Estimated completion date
1		
2		
3		
4		
5		
6		

#### 8.0 Manufacturing Capabilities for 400 kV and above Voltage level bays / Sub Station / Lines /SCADA / Automation.

1. Name of Manufacturer

2. Address of Manufacturer

.....  
.....

3. Manufacturing Capacity

4. Qty. manufactured in last five years

	Year1	Year2	Year3	Year4	Year5	

#### 5. Details of year-wise current commitments

In case, Bidder is not owning the manufacturing facilities as specified in relevant para of Annexure-A, then he should furnish the above information in respect of manufacturers from whom he has assured access to (through hire, lease manufacturing agreement, availability of manufacturing capacity or other means) these manufacturing facilities. Further, he must enclose commitment letter from such manufacturers confirming that, based on known commitments, these facilities shall be available for use in the proposed contract.

#### 9.0 Financial Capability

Name of Bidder

Bidders (individual firms) should provide financial information to demonstrate that they meet the requirements stated in the Qualifying Requirements. Each Bidder must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet should be attached. **(Supported by duly authenticated by Chartered Accountant)**

(a)

Banker	Name of banker
	Address of banker

Telephone	Contract name and title
Fax	

(b) Summarize actual assets and liabilities in Indian Rupees for the previous five years. Based upon known commitments, summarize projected assets and liabilities for the next five years.

Financial information in Indian Rupees	Actual Previous five years					Projected next five years				
	1	2	3	4	5	1	2	3	4	5
1. Total assets										
2. Current assets										
3. Total liabilities										
4. Current liabilities										
5. Profit before taxes										
6. Profit after taxes										
7. Net Worth										
8. Total Credit limit										

(c) In accordance with Clause 2 ITB, Annexure-A (BDS) of the bidding documents, certificate(s) from Banker issued on \_\_\_\_\_ (date) as per requisite format, indicating various fund based/ non fund based limits sanctioned to the Bidder and the extent of litigation as on date is/ are enclosed. The consolidated position showing all the un-utilized limits available with our various banker(s) and/or FI(s), total of un-utilized limit added together etc. is also enclosed.

12.0 CV of the Project Manager to be attached.

Date:

Place:

Signature  
(Printed Name)  
(Designation)  
(Common Seal)

## Annexure-XVI

**FORMAT FOR EVIDENCE OF ACCESS  
TO OR AVAILABILITY OF CREDIT/FACILITIES  
BANK CERTIFICATE**

This is to certify that M/s \_\_\_\_\_ (full Name & Address), who have submitted their Bid to Rajasthan RajyaVidyutPrasaran Nigam Limited against their Bid specification Vide ref. No. \_\_\_\_\_ & date \_\_\_\_\_ is our Customer for the past \_\_\_\_\_ years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned Limit as on Date _____	Utilisationas on Date _____
1.			
2.			
3.			

This letter is issued at the request of M/s \_\_\_\_\_

Sd/-

Name of Bank \_\_\_\_\_

Name of Authorized Signatory

\_\_\_\_\_

Designation \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

SEAL OF THE BANK

**SCHEDULE-V****Declaration by the Bidder regarding qualifications**Declaration by the Bidder

In relation to my / or Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their Notice Inviting Bids No. \_\_\_\_\_

Dated \_\_\_\_\_ I/we hereby declare under Section-7 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 not insolvent, in receivership, 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 proceedings 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 are not qualified, not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or a judicial officer, not have my/our business activities suspended, not black listed by any utility agency etc. and not the subject of legal proceedings for any of the foregoing reasons;
6. I/We do not have a conflict of interest as specified in the Act Rules and the Bidding Document, which materially affects fair competition;

Signature of Bidder

Name :

Designation :

Address:

Date :

Place:

**Schedule-G (Attachment-7)**

Bidder's Name & Address:

**MANUFACTURER'S AUTHORIZATION CERTIFICATE**  
(To be issued on the Manufacturer Firm's Letterhead)

The Superintending Engineer (Contracts-II),  
RVPN, Jaipur

Dear Sir,

1. I/We hereby confirm to supply \_\_\_\_\_ (Specify Item Name) to M/s \_\_\_\_\_ as quoted by them to RRVPNL against their NIT No. *RVPN / EHV / BN-*\_\_\_\_ We also confirm to be fully responsible for providing after sale services in India for the same for atleast 10 Years after commissioning of equipment.
2. I/ We hereby confirm to provide necessary support to M/s \_\_\_\_\_ in terms of technical know-how, spares etc. and meeting of guarantee and warranty obligations of \_\_\_\_\_ (Specify Item Name) as per GCC/SCC and specifications.

I [Mr. \_\_\_\_\_ (Name of Authority)] am fully authorized to issue this certificate on behalf on M/s \_\_\_\_\_.

Date :

Place :

(Signature) .....

(Printed Name).....

(Designation) .....

(Common Seal) .....

## Schedule-Q (LINES)

## PERFORMANCE CERTIFICATE FROM OWNER OF TRANSMISSION LINE IN RESPECT OF WORKS CARRIED OUT IN INDIA

Details of Project:

Name&amp; Designation of Project In-charge:

S. No.	Order No. & date	Details of project / work	Mode of Execution of project (Turnkey / Labour)	Details of contractor / Award ee	Voltage class of line	Route length of line	Date of Commissioning of Line	Date of Taking Over	Performance of work	Remarks

Signature &amp; Seal of the Owner

Contact No. \_\_\_\_\_

Fax &amp; e-mail \_\_\_\_\_

Place :

Date:



Specification No.: RVPN/EHV/BN-9019002102

**SCHEDULE-R****PERFORMANCE CERTIFICATE FROM OWNER OF SUB-STATION IN RESPECT OF SUPPLIED OF TRANSFORMERS/ Conductor IN INDIA**

Details of Project :

Name&amp; Designation of Project In-charge :

S.No	Order No. & date	Details of project / work in India	Details of contractor / Awardee	Make & Type of Transformer	No. of 400 kV / 765kV Transformer	Date of commissioning Transformer wise	Performance of Transformer	Remarks

S.No	Order No. & date	Details of project / work in India	Details of contractor / Awardee	Make & Type of conductor	Length of conductor	Date of commissioning	Performance	Remarks

The Transformers/ conductor supplied are in regular operation since commissioning and their performance is satisfactory.

Signature &amp; Seal of the Owner

Contact No. \_\_\_\_\_

Fax &amp; e-mail \_\_\_\_\_

Place :

Date:

**ANNEXURE-IX****PROFORMA FOR JOINT VENTURE AGREEMENT**

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN ..... AND  
.....FOR BID SPECIFICATION No. .... OF RVPN.

This joint venture agreement executed on this ..... day of .....two thousand ..... between M/s ..... a company incorporated under the laws of .....and having its registered office at .....(hereinafter called the “lead Partner” which expression shall include its successors, executors and permitted assigns), M/s ..... a company incorporated under the laws of .....and having its registered office at ..... (hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) and M/s ..... a company incorporated under the laws of ..... and having its registered office at .....(hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No. .... for construction of 400kV GSS and associated transmission line(s) on Turnkey basis with Rajasthan RajyaVidyutPrasaran Nigam Ltd., Jaipur (Rajasthan). (hereinafter called the “purchaser’.

WHEREAS the purchaser invited bids as per the above mentioned specification for the manufacture, supply of equipment/materials stipulated in the bidding documents under subject Lot for 400 kV Grid Sub-stations alongwith associated transmission line(s) on Turnkey basis.

AND WHEREAS Annexure-A Volume-I (Part-VI)(Qualifying requirements for bidders) forming part of the bidding documents, inter-alia stipulates that a Joint venture of two qualified manufacturers/Contractors/Parties as partners, meeting the requirements of Annexure-A Volume-I (Part-VI)as applicable may bid, provided the Joint Venture fulfills all other requirements under Annexure-A Volume-I (Qualifying requirements for bidders) and in such a case, the Bid Proposal Form shall be signed by all the partners so as to legally bind all the partners of the joint venture, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid has been submitted to the Purchaser vide proposal No. .... dated ..... by Lead partner based on the Joint Venture agreement between all the partners under these presents and the bid in accordance with the requirements of Annexure-A Volume-I (Part-VI) (Qualifying requirements for bidders) has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the contract by the purchaser to the Joint Venture partners, we, the partners to the Joint Venture agreement do hereby agree that M/s ..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Purchaser for the successful performance of the contract and shall be fully, responsible for the design, manufacture, supply, and successful performance of the material/equipment and commissioning of the Project in accordance with the contract.

2. In case of any breach of the said contract by the Lead Partner or other partner(s) of the Joint Venture agreement, the partner(s) do hereby agree to be fully responsible for the successful performance of the contract and to carry out all the obligations and responsibilities under the contract in accordance with the requirement of the contract.

3 Further, if the purchaser suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the Equipment/material in meeting the performances guaranteed as per the specification in terms of the Contract, the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the partners of the joint venture agreement.

5. It is expressly understood and agreed between the partners to this joint venture agreement that the responsibilities and obligations of each of the partners shall be as delineated in separate Appendix ("To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under this contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Jaipur shall have the exclusive jurisdiction in all matters arising thereunder.

7. In case of an award of a contract, we the partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the purchaser in the currency of the contract.

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the purchaser discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorised representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

1. Common seal of ..... has been affixed in my/our presence pursuant to the Board of Director's Resolution dated .....	For Lead Partner (Signature of authorised representative)
	Name ..... Designation..... Common Seal of the Company
Signature ..... Name ..... Designation .....	
2. Common seal of ..... has been affixed in my/our presence pursuant to the Board of Director's Resolution dated .....	For Lead Partner (Signature of authorised representative)
	Name ..... Designation..... Common Seal of the Company
Signature ..... Name ..... Designation .....	

## WITNESSES

1. ....

(Signature)

Name .....

.....

(Official address)

2.....

(Signature)

Name .....

.....

(Official address)

**ANNEXURE-XIII****FORM OF POWER OF ATTORNEY FOR JOINT VENTURE**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER RAJASTHAN STATE STAMP DUTY ACT TO BE PURCHASED IN THE NAME OF BIDDER)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE PARTNERS WHOSE DETAILS ARE GIVEN HEREUNDER \_\_\_\_\_ HAVE FORMED A JOINT VENTURE UNDER THE LAWS OF \_\_\_\_\_ AND HAVING OUR REGISTERED OFFICE/HEAD OFFICE AT \_\_\_\_\_ (HEREINAFTER CALLED THE 'JOINT VENTURE' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, ADMINISTRATORS AND ASSIGNS) ACTING THROUGH M/s \_\_\_\_\_ BEING THE PARTNER IN-CHARGE DO HEREBY CONSTITUTE, NOMINATE AND APPOINT M/s \_\_\_\_\_ A COMPANY INCORPORATED UNDER THE LAWS OF \_\_\_\_\_ AND HAVING ITS REGISTERED/HEAD OFFICE AT \_\_\_\_\_ AS OUR DULY CONSTITUTED LAWFUL ATTORNEY (HEREINAFTER CALLED "ATTORNEY" OR "AUTHORISED REPRESENTATIVE" OR "PARTNER INCHARGE" ) TO EXERCISE ALL OR ANY OF THE POWERS FOR AND ON BEHALF OF THE JOINT VENTURE IN REGARD TO SPECIFICATION NO. \_\_\_\_\_ PACKAGE \_\_\_\_\_, THE BIDS FOR WHICH HAVE BEEN INVITED BY RAJASTHAN RAJYAVIDYUTPRASARAN NIGAM LIMITED, JAIPUR, (RAJASTHAN) (HEREINAFTER CALLED THE "PURCHASER") TO UNDERTAKE THE FOLLOWING ACTS :

- i) TO SUBMIT PROPOSAL AND PARTICIPATE IN THE AFORESAID BID SPECIFICATION OF THE PURCHASER ON BEHALF OF THE "JOINT VENTURE".
- ii) TO NEGOTIATE WITH THE PURCHASER THE TERMS AND CONDITIONS FOR AWARD OF THE CONTRACT PURSUANT TO THE AFORESAID BID AND TO SIGN THE CONTRACT WITH THE PURCHASER FOR AND ON BEHALF OF THE "JOINT VENTURE".
- iii) TO DO ANY OTHER ACT OR SUBMIT ANY DOCUMENT RELATED TO THE ABOVE.
- iv) TO RECEIVE, ACCEPT AND EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE "JOINT VENTURE".

IT IS CLEARLY UNDERSTOOD THAT THE PARTNER INCHARGE SHALL ENSURE PERFORMANCE OF THE CONTRACT'S), THE SAME SHALL BE DEEMED TO BE A DEFAULT BY ALL THE PARTNERS.

IT IS EXPRESSLY UNDERSTOOD THAT THIS POWER OF ATTORNEY SHALL REMAIN VALID BINDING AND IRREVOCABLE TILL COMPLETION OF THE GUARANTEE PERIOD IN TERMS OF THE CONTRACT.

THE JOINT VENTURE HEREBY AGREES AND UNDERTAKES TO RATIFY AND CONFIRM ALL THE WHATSOEVER THE SAID ATTORNEY/AUTHORISED REPRESENTATIVE QUOTES IN THE BID, NEGOTIATES AND SIGNS THE CONTRACT WITH THE PURCHASER AND/OR PROPOSES TO ACT ON BEHALF OF THE JOINT VENTURE BY VIRTUE OF THIS POWER OF ATTORNEY AND THE SAME SHALL BIND THE JOINT VENTURE AS IF DONE BY ITSELF.

IN WITNESS THEREOF THE PARTNERS CONSTITUTING THE JOINT VENTURE AS AFORESAID HAVE EXECUTED THESE PRESENTS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ UNDER THE COMMON SEAL(S) OF THEIR COMPANIES.

FOR AND ON BEHALF OF THE  
PARTNERS OF JOINT VENTURE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE COMMON SEAL OF THE ABOVE PARTNERS OF THE JOINT VENTURE:  
THE COMMON SEAL HAS BEEN AFFIXED THERE UNTO IN THE PRESENCE OF:  
WITNESS

1.SIGNATURE\_\_\_\_\_  
NAME\_\_\_\_\_  
DESIGNATION\_\_\_\_\_  
OCCUPATION\_\_\_\_\_

2.SIGNATURE\_\_\_\_\_  
NAME\_\_\_\_\_  
DESIGNATION\_\_\_\_\_  
OCCUPATION\_\_\_\_\_