AMENDMENT NO. 1 of Part-I Tender Specification TO THE TENDER SPECIFICATION/ BIIDDING DOCUMENTS FOR "Supply, Installation, Testing & Commissioning for Conversion of (1) 66kV Talala - Ghusiya line (2) 66kV Ghusiya-Veraval line (3) 66kV Talala - Moraj line (4) 66kV Moraj - Veraval line (5) 66kV Timbdi-Sutrapada line (6) 66kV Sutrapada - P'patan line (7) 66kV Rangpar - Jamkandorana line (8) 66kV Shethvadala - Samana Line (9) 66kV Valasan - Mandasan Line (10) 66kV Chitravad-Satodad line (11) 66kV Bhayavadar - Bhankh line (12) 66kV Dhoraji - Mandlikpur line with ACSR DOG Conductor into equivalent HTLS Conductor (Equivalent weight of DOG Conductor with Higher Ampacity) (Except Gap Type conductor) of Junagadh Circle."

TENDER SPECIFICATION NO: ACE(P&C)/Contract/E-542/TL/66kV/S&E

This Amendment-1 is issued as per the provisions of Clause 11.0 including its sub-clauses, General Conditions of Contract (GCC) forming part of the Tender Specifications/ Bidding Documents, and shall form an integral part of the Tender Specifications/ Bidding Documents as if incorporated in the relevant Part/ Section/ Clause therein as referred to below. In case of any contradiction or inconsistency between the provisions as amended/ introduced through this amendment and the provisions of Tender Specifications/ Bidding Documents, the amended/ introduced provisions as per this amendment shall prevail unless repugnant to the context or meaning.

Sl No.	Part/ Section/ Clause No.	Existing Provision	Amended As
1	Part –I (GCC)/ General Conditions of Contract/ Clause 18.0 and its sub-clauses	**18.0 Time Schedule:** 18.5 The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart and finalize the same with the owner as per the requirement.	**18.0 Time Schedule:** 18.5 : Deleted.
2.	Part –I (GCC)/ General Conditions of Contract/ Clause 23.0 and its sub-clauses	**23.0 Bid Security/EMD:** 23.1 (a) The estimated cost for of Tender is more than Rs. 100 lacs, the EMD is payable as under: ▪ 50 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara and Balance 50 % by Bank Guarantee from any Nationalized Bank in the format provided herein. (b) The estimated cost of tender is less than Rs.100 Lacs, the EMD is payable as under: - ▪ 100 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara. (c) Payment by Cheque / Coop Bank	**23.0 Bid Security/EMD:** 23.1 ~~(a) The estimated cost of Tender is more than Rs. 100 lacs, the EMD is payable as under:~~ ~~▪ 50 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara and Balance 50 % by Bank Guarantee from any Nationalized Bank in the format provided herein.~~ ~~(b) The estimated cost of tender is less than Rs.100 Lacs, the EMD is payable as under: -~~ ~~▪ 100 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara.~~ (c) Payment by Cheque / Coop Bank

		Guarantee/ Company Guarantee is not permissible. **(d) Validity Period**: - The offer should be valid for a minimum period of **180 days** from the date of opening of Technical bid. 23.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever. 23.3.1 Any bid not secured in accordance with Para 23.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security. 23.3.2 Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months-from the date of submission of tender whichever is later.	Guarantee/ Company Guarantee is not permissible. **(d) Validity Period**: - The offer should be valid for a minimum period of **180 days** from the date of opening of Technical bid. **(e) Payment of EMD should be accepted by RTGS / NEFT / online or Demand draft or Banker's cheque or Pay order or Bank Guarantee.** 23.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever. 23.3.1 Any bid not secured in accordance with Para 23.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security. 23.3.2 Unsuccessful Bidder's bid security/EMD will be returned/refunded forthwith on finalization of tender i.e., once the award of contract, after opening of price bids. However, the Bid Security/ EMD of the bidder ranked next (L2) to the bidder determined as the successful bidder (L1) shall be retained by GETCO, along with the Bid Security/ EMD of the successful bidder. Bid Security/ EMD of L2 bidder shall be returned immediately after the Letter of Acceptance/ Award (LOA) is issued by GETCO to the successful bidder and acknowledged/ accepted by the successful bidder or the Contract is signed with the successful bidder, whichever event occurs earlier. However, if there is a delay of 21 days or more in aforesaid events reckoned from the date of approval of award of contract by the competent authority, as aforesaid, the Bid Security/ EMD of the L2 bidder shall be released immediately after the said period of 21 days. If the validity of the bid expires and any

		23.3.3 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee 23.4 The bid guarantee may be forfeited. a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form: b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)	bidder chooses not to extend the bid validity, the Bid Security/ EMD of such bidder shall be returned forthwith. 23.3.3 The successful bidders, Bid Security will be discharged upon, furnishing the contract security deposit / performance guarantee. 23.4 The bid guarantee may be forfeited. a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form: b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)
3.	Part –I (GCC)/ General Conditions of Contract/ Clause 86.0 and its sub-clauses	**86.0 Terms of Payment** The payment for materials to be supplied and erected shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of transmission line work. 86.1 **For supply**	**86.0 Terms of Payment** The payment for materials to be supplied and erected shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of transmission line work. **86.1 For Supply** **86.1.1 Interest Bearing Advance (Optional*):** **(i) Interest Bearing Advance (Optional*): Ten percent (10%) of the total Ex-works price component of Tower / Tower Parts (including Bolts & Nuts) and all other materials** shall be paid as an interest bearing initial advance, at the rate of interest as per (ii) below, after signing the Contract Agreement and on submission of the following: (a) Proforma invoice(s), (b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance}], from a Public Sector Indian bank/Scheduled, Commercial Bank in the form attached herewith as ***Annexure-I*** (The guarantee shall be initially valid up to 90 days after the Time of Completion and shall be reduced at the end of every Quarter prorata to the advance adjusted),

			(c) Performance Securities in line with GCC Clause 40.0 including its sub-clause, and Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of Letter/ Notification of Award. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s) /Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. **Note:** * This payment is an optional payment. The Contractor has the option of taking the interest bearing initial advance or otherwise. The option for advance payment is to be indicated by the bidder in its bid as per the format attached herewith as ***Annexure–III*** and shall be deemed to be part of the bidding scheduled referred as ***SCHEDULED-21*** to be submitted by the bidder with Technical bid. (ii) Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one-year MCLR rate [One-year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawl of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per 86.1.2 below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable even at later stage, the same shall be to the Contractor's account and Employer shall not

			reimburse any GST on this account. Recovery of this advance shall be adjusted in such a way that that all the sums of advance with interest thereon shall be fully recovered 3 months prior to the scheduled Time of Completion, failing which the whole amount of advance along with interest thereon shall be recovered immediately from the payments due to the Contractor. The contractor may however, return / pay to GETCO the unadjusted advance amount at any stage during the execution of the work along with the accrued interest thereon till the time of return / payment. Alternatively, the contractor may also request GETCO for early adjustment of the advance along with accrued interest. Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate. In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (i) (c) above within twenty-eight (28) days of issuance of Letter/ Notification of Award. 86.1.2 **Progressive Payments**
		(i) 80% of supply value for each consignment of material on submission of invoice along with 100% **GST**, duties, F & I shall be paid within **30 days** from the actual material receipt date mentioned in SR Note after verifying the following documents by field office and duly recorded.	(i) (a) 70 % of supply value for fabricated tower parts & stubs and 80% of supply value for all other line material, hardware and accessories etc. if contractor opts to take interest bearing initial advance **or** (b) 80% of supply value instead of 70% of supply value for fabricated tower parts

		A. **Tax invoice**. B. Delivery challan. C. Endorsed RR / LR copy. D. Dispatch clearance certificate / letter wherever applicable. E. **E Way Bill, if applicable**	& stubs and 90% of supply value instead of 80% of supply value for all other line material, hardware and accessories etc., if contractor opts not to take interest bearing initial advance or has opted to take interest bearing initial advance but the advance payment has become inadmissible for each consignment of material on submission of invoice along with 100% GST, duties, F & I shall be paid within 30 days from the actual material receipt date mentioned in SR Note after verifying the following documents by field office and duly recorded. A. **Tax invoice.** B. Delivery challan. C. Endorsed RR / LR copy. D. Dispatch clearance certificate / letter wherever applicable. E. **E Way Bill, if applicable**
		(ii) 10% payment out of balance 20% of supply value shall be paid on completion of erection & testing of the transmission line and completion certificate from Engineer-in-charge and Chief Engineer (Procurement & Contracts)) or equivalent. (iii) Balance 10% of supply value shall be paid on successful commissioning of transmission line against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled for complete lot and balance 10% will be release only after passing of final bill. **No extra payment will be released for the tower materials and line materials which are not required for completion of line if supplied excess during execution of work and recovery will be made in final bill accordingly**.	(ii) 10% of the of supply value for fabricated tower parts & stubs shall be paid progressively on completion of erection of complete tower (including tack welding and earthing) and furnishing of completion certificate from Engineer-in-charge and Chief Engineer (Projects). (iii) Balance 10% of supply value shall be paid on quarterly basis on erection (including stringing) of transmission line in stretches cumulatively not less than 10% of original length of line in all respects and rectification of defects/deficiencies of corresponding stretch on progressive basis and on completion certificate from Engineer-in-charge and Chief Engineer (Projects). This payment shall be released on submission along with the invoice for first such payment, of an unconditional & irrevocable Bank Guarantee of 10% of contract price of supply portion, initially valid till 3 months beyond the scheduled date of completion of testing & commissioning of the transmission line and its taking over by the GETCO and shall be extended from time to time till the actual date of successful completion of testing & commissioning of line and its taking over by the GETCO. **GETCO should accept the Tower and line materials if excess as per approved check survey only. No other payment will be made and no**

			other material shall be accepted.
		(iv) **Welfare Cess** The modality of payment/ reimbursement of welfare cess will be as under. • On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. • Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment. • Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill. • Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as the final bill. • If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess. • The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities. **86.2 For Erection works.**	(iv) **Welfare Cess** The modality of payment/ reimbursement of welfare cess will be as under. • On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. • Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment. • Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill. • Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as the final bill. • If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess. • The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities. **86.2 For Erection works.** **86.2.1 A. Survey** Payment for survey shall be paid on pro-rata basis on completion of survey and approval of the same by the Employer. **86.2.1 B. Interest Bearing Initial Advance (Optional ^^) Ten percent (10%) at the rate of interest as per 86.2.1. B3:** **86.2.1 B.1 1st Installment of 05% (Five)** of the total Installation price

			component (excluding the price component for survey) shall be paid on Establishment of Contractor's site offices, commencement of stub setting work & certification by Project Manager that satisfactory mobilization for erection exists and on submission of the following: (a) Proforma invoice, (b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}] from a Public Sector Indian bank/Scheduled, Commercial Bank in the form attached herewith as ***Annexure-I*** (The guarantee shall be initially valid up to 90 days after the Time of Completion and shall be reduced at the end of every Quarter prorata to the advance adjusted), (c) Performance Securities in line with GCC Clause 40.0 including its sub-clause. **86.2.1. B.2 2nd Installment of 05% (Five)^^** of the total Installation price component (excluding the price component for survey) shall be paid on commencement of stringing activities & certification of the same by Project Manager and on submission of the following: (a) Proforma invoice(s), (b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}] from a Public Sector Indian bank/Scheduled, Commercial Bank in the form attached herewith as ***Annexure-I*** (The guarantee shall be initially valid up to 90 days after the Time of Completion and shall be reduced at the end of every Quarter prorata to the advance adjusted),

			(c) Performance Securities in line with GCC Clause 40.0 including its sub-clause, and (d) A declaration by the Contractor stating that 1st Installation (5%) of advance has been utilized against the mobilization works for the subject contract. Recovery of this advance shall be adjusted in such a way that that all the sums of advance with interest thereon shall be fully recovered 3 months prior to the scheduled Time of Completion, failing which the whole amount of advance along with interest thereon shall be recovered immediately from the payments due to the Contractor. The contractor may however, return / pay to GETCO the unadjusted advance amount at any stage during the execution of the work along with the accrued interest thereon till the time of return / payment. Alternatively, the contractor may also request GETCO for early adjustment of the advance along with accrued interest. **Note:** ^^ This payment is an optional payment. The Contractor has the option of taking the interest bearing advance or otherwise. The option for advance payment is to be indicated by the bidder in its bid as per the format attached herewith as ***Annexure–III*** and shall be deemed to be part of the bidding scheduled referred as ***SCHEDULE-21*** to be submitted by the bidder with Technical bid. **Note:** After release of various advances, the rate of recovery of the advance shall be re-adjusted. Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents as per para B.1 and B.2 above is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the

			requisite activities, as per the L2 network. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance at B.1 & B.2 above shall not be payable. The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. **86.2.1 B3**. Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one year MCLR rate [One-year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawl of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment for the work done as per 86.2.2 below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on Interest paid on the amount of Advance. The Contractor may, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account. Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, etc to which the TDS certificate pertains, shall also be submitted tallying

			the amount with the TDS Certificate. In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Sl. No. B1 (c) and, B2(c) above within twenty-eight (28) days of issuance of Letter / Notification of Award.
		(i) 90% payment of amount claimed covering various activities such as excavation, foundation, tower erection, earthing, tack welding stringing of conductor and OPGW including insulator hoisting works against R.A. bills duly certified by EIC within **30 days** from the date of R.A. bill.	**86.2.2** (i) (a) 70% payment if contractor opts to take interest bearing mobilization advance **or** (b) 80% payment instead of 70% payment if contractor opts not to take interest bearing mobilization advance or has opted to take interest bearing initial mobilization advance but the advance payment has become inadmissible, of amount claimed covering various activities such as excavation, foundation, tower erection, earthing, tack welding stringing of conductor and OPGW including insulator hoisting works against R.A. bills duly certified by EIC within **30 days** from the date of R.A. bill.
		(ii) 10% of erection value shall be paid against commissioning of transmission line only after settlement of material account statement of items supplied, used, erected and successful commissioning of transmission line the same amount will be release in final bill only and payment will be made only after passing of final bill.	**86.2.2 (ii)** 10% of erection value shall be paid in three equal parts, each on physical construction and erection of 33% of line work including stringing of the Transmission Line, complete in all respects, including rectification of defects/deficiencies on the line and certificate from Engineer-in-charge and Chief Engineer (Projects). **86.2.3.** Balance 10% of erection value shall be paid against commissioning of transmission line only after settlement of material account statement of items supplied, used, erected and successful commissioning of transmission line. The same amount will be released in final bill only and payment will be made only after passing of final bill.
		(iii) Payment of ROW compensation amount will be **given as below only after submission of necessary supporting documents**. 1) 40% amount after completion	(iii) **Deleted.** Note: ROW is now proposed to be in the scope of GETCO. Hence, this clause is deleted.

		of foundation work 2) 40% amount after completion of erection work 3) 20% amount after completion of stringing work in all respects **List of supporting documents:** 1) Copy of form-7/12 2) Parishisht 'A' and 'B' of GoG Tharav 3) Document of Online Jantri Rate of respective Survey No. If online Jantri Rates are not available, then land cost shall be certified by competent Revenue Authority. 4) Copy of APMC rate based on which compensation is paid towards damage of tree-crop etc. 5) 'Panchnama' duly certified by concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority ~~6)~~ Documents for the compensation cost paid to Govt. Trasurer as per GoG Tharav for the line passing through Govt. Waste Land. / Govt. Organization. (iv) **Welfare Cess** The modality of payment/ reimbursement of welfare cess will be as under. • On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. • Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment. • Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill. • Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as the final bill.	(iv) **Welfare Cess** The modality of payment/ reimbursement of welfare cess will be as under. • On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. • Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment. • Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill. • Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as the final bill. • If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit

		• If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess. • The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.	documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess. • The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.
4.	Part –I (SCC)/ Special Conditions of Contract/ Clause 2.0	**2.0 Tender Fee** • The tender fee **plus GST as applicable** specified in notice inviting tender is payable by Demand Draft (DD) at Vadodara drawn on any Scheduled Bank in favour of Gujarat Energy Transmission Corporation Ltd. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).	**2.0 Tender Fee** • The tender fee **plus GST as applicable** specified in notice inviting tender is payable by ~~Demand Draft (DD) at Vadodara drawn on any Scheduled Bank in favour of Gujarat Energy Transmission Corporation Ltd.~~ The same will be furnished in Cover-1 of Bid along with EMD (Bid Security). • **Payment of Tender fee accepted by RTGS / NEFT / online only.**
5.	Part –I (SCC)/ Special Conditions of Contract/ Clause 5.0 and its sub-clauses	**5.0 QUALIFYING REQUIREMENT** **(A) Technical Requirement:** **1. Individual Bidders:** a) The bidder shall be Original Equipment Manufacturer (OEM). The offered high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor suitable for existing 66kV Towers & H-frame has to be designed, manufactured and tested as per relevant IS/IEC/ANSI with latest amendments. b) The bidder shall have supplied at least 100 km of proposed high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor or above size during the last five years. c) The bidder shall have carried out stringing of 50 Route km of 66kV & above voltage class transmission line on towers/H-Frame in any single year during the last five years. Sublet experience also allowed subject to provided Work order/PO copy of original contract and Sub-contractor, experience certificate from main contractor and statement of financial transaction for the work order/PO are to be submitted to ascertain experience of line erection work of 66kV and/or above class. d) The proposed high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor of similar or higher ratings must be in service for a minimum period of Two years in India at the time of bid opening. Supporting documents/Certificates of original customer to be submitted.	

		e) The bidder shall have in house design and testing facility. f) The high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor or above size proposed to be supplied shall have valid type test certificates from any NABL accredited laboratory (National accreditation body of the country where laboratory is located) not older than 10 years & must be valid till the expiry of validity of offer considering on last date of submission of bid. However, Successful bidder has to carry out all the type test as per relevant standard for the offered HTLS conductor without affecting delivery schedule. g) For experience of stringing, certificate issued by the state transmission utilities/central transmission utilities/joint Venture Company of Central utility / Transmission Licensee from Private Sector of Indian Origin only shall be considered. h) The bidder shall have valid Electrical Contract License and should have GST registration, PF Registration Certificate. i) In case of bidder meet the above requirement at 1.0 (d) but not supplied from Indian Manufacturing Unit, then the offered HTLS conductor of equivalent size and weight that of ACSR DOG conductor suitable for existing 66kV Towers & H Frame shall be supplied from Indian Manufacturing Unit only. j) The bidder shall comply the public procurement guidelines of Government of India dated 04.06.2020 and 23.07.2020. **2.** In case the bidder does not meet technical experience specified at 1.0 above at its own, the bidder should associate with firm(s) to form a JV/Consortium and the JV/Consortium shall collectively meet the requirement as per 1.0 above. **3.** However, in respect of supply qualifications for supply requirement as per 1(b) & 1(d) & 1(f), the Indian Licensee / Licensor arrangement is permitted provided Licensor meeting the requirement of 1(b) ,1(d) & 1(f) stated herein above and shall also meet the following conditions; I. Manufacturer / Licensee shall have adequate design infrastructure and manufacturing facility and capacity and procedures including quality control. II. A qualified Licensee of a qualified manufacturer / Licensor shall comply with all the following requirements and furnish a Joint Undertaking by the Licensor along with the bidder in its bid as per the Performa enclosed at ANNEXURE-I. a. Any design undertaken by the Licensee shall be approved by the Licensor. b. Manufacturing by the Licensee shall be done with the approval of the Licensor and Employer under a quality assurance programme approved and monitored by the Licensor. c. Licensee must furnish back-up guarantee from the Licensor for individual and overall performance of all materials supplied under the contract.

		d. Licensor must guarantee sequential and timely supply of materials and submission of technical information and data as desired by the Employer so as to meet the overall construction schedule and e. The agreement between Licensee and Licensor (copy to be submitted along with the bid) shall be valid for a period of at least five (5) years after the guarantee period of equipment and materials under supply is over. **4. Bidders under Manufacturer Authorization:** Bidders who are not OEMs are also eligible to quote under manufacturer's authorization from Indian conductor manufacturer who meets the qualifying requirement as per 1.0 (a, b, d, e, f, i & j) and the bidder shall satisfy all other requirement as per clause 1.0. It is also mandatory for such bidders to provide the manufacturer's authorization as per attached Annexure – I.A Bidders quoting under manufacture's authorization must have valid Electrical Contractor License, registered under GST Act and should have PF Registration Certificate. **5. New bidders with proposed manufacturing facilities in India:** New bidders with proposed manufacturing facilities in India shall be eligible to bid provided the Technical criteria as per (A) 1.0 and financial criteria as per (B) are to be fully met jointly with their principal as under: - (i) It should be established through authenticated documents like land, Board of directors of the company, company registration, collaboration documents etc, that Indian unit is at the matured stage of construction with required machinery. This will be verified by GETCO as a part of technical bid evaluation prior to price bid opening. The decision of GETCO to qualify or not to qualify will be final and binding. (ii) 100% HTLS conductor offered by bidder shall be supplied from Indian Manufacturing Unit only (iii) The new bidder shall carry out type test report as per technical specification before commencement of supply and without affecting delivery schedule. **(B) Financial Requirement:** 1. Bidder's Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years shall not be less than the 50% of estimated amount of this tender. Minimum Average Annual Turnover (MAAT) of the consortium/ Joint Venture (JV) company added together for best three individual years out of last five financial years shall not be less than the 50% of the estimated cost. However Minimum Average Annual Turnover (MAAT) for best three individual years out of last five financial years of the lead partner shall be at least 25% of the estimated cost & for each other partners shall be at least 17% of the estimated cost. Note: - For the purpose of arriving at MAAT, revenue from operation shall

		be considered only excluding non-recurring income / other income / interest income etc. 2. Last financial year liquid assets should not be less than 20% of estimated amount of this tender. Last financial year liquid asset of the consortium/ Joint Venture (JV) company added together should not be less than 20% of estimated amount of offered quantities as on invitation of tender. However, last financial year Liquid assets of the lead partner shall be 10% of estimated Cost as on invitation of tender and for each other partners shall be at least 7% of estimated cost as on invitation of tender. Note: For the purpose of arriving at LA current assets less inventories shall be considered. 3. Bidder's/ all the partner of consortium/joint venture net worth for last financial years should be positive. Note: - Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. # Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation * Share application money pending allotment will be considered only in respect of share to be allotted. 4. The bidder / all the partner of consortium/joint venture should not have been referred to NCLT under insolvency & bankruptcy code (IRP has been appointed or liquidation proceedings have been initiated under IBC). Note: - Bidder to evidence the meeting of financial criteria shall submit: (i) CA Certificate with valid UDIN Number failing which certificate shall not be considered for the purpose of evaluation and (ii) Audited balance sheet and profit & loss account along with the schedules referred therein and the auditor's Report for the preceding five financial years, in line with one of the following a) In case last financial year's closing date was within 6 months prior to bid due date and audited Balance Sheet and Profit & Loss account of last financial year are not available, bidder has the option to submit the financial details of five previous years immediately prior to the last financial year. For example, in case bid due date is up to 30th September and financial details of immediate preceding financial years (year ending 31st March of same year) are not available, the financial details of the five previous years immediately prior to the last financial year may be submitted. b) Otherwise it is compulsory to submit the financial details of immediate preceding five financial years. **Note:-**

		The Performance Certificate / Certificate of Satisfactory Completion submitted against the qualifying work experience shall be issued by the competent authority of the organization for which the work was executed, as under: 1. **For works executed for GETCO:** The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the **Chief Engineer of the concerned/related department of GETCO** under whose jurisdiction the work was executed. 2. **For works executed for other Government Departments / Government Organizations / PSUs / Boards / Corporations / Local Authorities or other organizations:** The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the **Order Placing Authority** of the concerned organization, or by an officer duly authorized by the Order Placing Authority to issue such certificate. 3. The certificate shall clearly indicate, at minimum, the **name of the work, Work Order/Contract No. and date, name of the contractor, scope/nature of work, contract value, actual executed value, date of commencement, date of completion and performance/completion status of the work.** 4. **Certificates issued by any other officer/authority not meeting the above requirements shall not be considered for establishing the requisite qualifying experience, unless specifically accepted under the provisions of the tender. For Civil Works, the certificate shall also indicate the amount of penalty / Liquidated Damages (LD), if any, levied/recovered for extension of time/delay in completion of the work. Further, the certificate shall indicate the actual quantum of major works executed, such as Concrete/RCC, Reinforcement, Pile Diameter, number of piles, total pile length/depth and other major/specialized items relevant to the qualifying criteria prescribed in the tender.** 5. The Tender inviting authority reserves the right to **verify the authenticity of the Performance Certificate / Certificate of Satisfactory Completion and the particulars stated therein from the concerned client organization**. 6. Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc. Details as per qualifying requirement to be uploaded online, • CA certificate to be attached for MAAT, LA and Net-worth. (This is must). • Supply/Order executed details for offered items with name of purchaser, date and location to be mentioned. • ~~Performance certificate for satisfactory operation/working for period as per qualifying requirement attached with specification. (This is must for getting the offer qualified).~~ Under taking in respect of reference to NCLT under Insolvency & Bankruptcy Code. The undertaking is to be furnish by the bidder in its bid as per the format attached herewith as ***Annexure–IV*** and shall be deemed to be part of the bidding scheduled referred as ***Annexure–4*** to be submitted by the bidder with QR bid.	
6.	Part –I (SCC)/ Special Conditions of	**6.0 Additional Documents:** ~~Apart from various documents to be furnished along with the Bid as~~	**6.0 Additional Documents:** Apart from various documents to be furnished along with the Bid as required

	Contract/ Clause 6.0 and its sub-clauses	~~required in the GCC and ECC, the following documents/details are to be furnished by the Bidder:~~ 1. ~~GST Registration No. and date~~ 2. ~~Registration. No. under Shops & Establishment Act/ issuing authority~~ 3. ~~Details of Partners/Directors of the Firm/Company.~~ 4. ~~Experience Record and details of orders pending / executed for various utilities~~ 5. ~~Last five years Audited Accounts~~ 6. ~~Detail of Manufacturing/Fabrication facilities along with list of Testing Equipment calibrated up to date. The detail for the same may be submitted.~~ 7. ~~Factory Registration / License details~~ 8. ~~Solvency certificate from Bank (20 % of Bid value).~~ **9.** ~~P.F registration~~	in the GCC and ECC, the following documents/details are to be furnished by the Bidder: 1. GST Registration No. and date 2. Registration. No. under Shops & Establishment Act/ issuing authority 3. Details of Partners/Directors of the Firm/Company. 4. Experience Record and details of orders pending / executed for various utilities 5. Last five years Audited Accounts 6. Detail of Manufacturing/ Fabrication facilities along with list of Testing Equipment calibrated up to date. The detail for the same may be submitted. 7. Factory Registration / License details 8. P.F registration
7.	Part –I (SCC)/ Special Conditions of Contract/ Clause 10.0 and its sub-clauses	**10.0 PENALTY FOR DELAY:** 10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut-off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week **plus GST as applicable** on delayed work (supply and erection work) with a ceiling of 10% of the total contract value **plus GST as applicable.** 10.2 In event of failure of the Contractor to pay the amount of Penalty as demanded, **the Owner shall be entitled to deduct the amount of Penalty for delay from the amounts payable to the Contractors under any bills raised under this contract or any other amount payable under any other contract with the GUVNL and its**	**10.0 LIQUIDATED DAMAGES (LD) FOR DELAY:** 10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in achieving Completion of the works beyond Contractual Time of Completion in the Contract shall be subject to Liquidated Damages (LD), and not by way of penalty, at the rate of ½ % of the Contract Price plus GST as applicable, per week or part thereof of the delay subject to a ceiling of 10% (ten percent) of the Contract Price plus GST as applicable. 10.2 In cases where the Completion of the works/ along with supplies extend beyond the contractual completion period, without prejudice to any other right that it may have under the Contract or in law, **the Owner shall be entitled to deduct the amount of LD from the amounts payable to the Contractors under any bills raised under this**

		Subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGCVL. It is permissible for the Owner to adjust the amount of Penalty of delay against any Bank Guarantee furnished by the Contractor under this contract or any other contract with GUVNL and/or its subsidiary companies. 10.3 Tenderer shall have to supply all materials to match with the erection activities.	**Contract or any other amount payable under any other contract with the GUVNL and its Subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGCVL**. It is permissible for the Owner to adjust the amount of LD against any Bank Guarantee furnished by the Contractor under this contract or any other contract with GUVNL and/or its subsidiary companies. 10.3 Notwithstanding the provision of Clause 10.2, if so requested by the Contractor, amount from the RA bills, pending settlement of Liquidated Damages (LD), shall not be withheld/ retained by the Owner, if adequate retention payment [over and above security deposit/ Contract Performance Guarantee (CPG)] remains to be released as per Contract. In case, it is not so, it shall be examined by the Owner whether BGs/other securities (excluding CPG/Security Deposit) furnished by the Contractor are available with GETCO, which have partly or fully served their purpose, and can therefore be utilized by GETCO to recover LD, if finally levied. If available, it will be further checked whether the contractor is willing to furnish a suitable undertaking authorizing GETCO to retain those BGs/security (for such value which along with retention payments remaining with GETCO is considered to be sufficient to take care of maximum leviable LD) to be kept valid till 6 months beyond the anticipated completion of the works/ supplies under the Contract. If the Contractor requests and gives the undertaking as above and validity of BG is suitably extended wherever required, amount from RA bills, pending settlement of LD, shall not be withheld/ retained on account of LD. 10.4 Tenderer shall have to supply all materials to match with the erection activities.
8.	Part –I (SCC)/	**11.00 COMPLETION PERIOD**	**11.00 COMPLETION PERIOD**

	Special Conditions of Contract/ Clause 11.0 and its sub-clauses	11.4 New sub clause included as per this amendment.	11.4 The activities to be performed by the contractor under the contract, for completion of Project shall be in accordance with the detailed PERT Network/Bar chart (also referred to as L2 Schedule) attached herewith as ***Annexure–II*** and shall be deemed to be part of the bidding scheduled referred as ***SCHEDULED-2A*** to be submitted by the bidder with QR bid.

Annexure-I

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(For the purpose of verification/confirmation of this Bank Guarantee by the GETCO, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …… Date.....

LOA / Contract No.....

……..[Name of Contract]……..

To: *[Name and address of the Employer/ Owner]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide Letter of Award issued on ..... *(insert date of the letter of award)….*by you (the Employer/ Owner) to M/s ..... *(Name of Contractor)* .....,

(OR)

signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Contractor)* .....,

having its Principal place of business at ……....*(Address of Contractor)* ..... and Registered Office at ……....*(Registered address of Contractor)* ..... ("the Contractor") concerning ……..... *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package along with name of the Project)*……..

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of ……..(*Amount in figures and words*) ……which is equal to **[{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice, if applicable}].**

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ….……*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee repayment of ……*(Amount of the bank guarantee in figures and words)*…… upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. …….. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity,

i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of ……. *(dd/mm/yy)*.

Notwithstanding anything contained herein:

1. **Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].**

2. **This Bank Guarantee shall be valid up to _____*(validity date)*_____.**

3. **We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.**

For and on behalf of the Bank

[*Signature of the authorized signatory(ies)*]

Signature_____
Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:
Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. **The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

   "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Annexure-II

L2 Schedule

SCHEDULED-2A

Delivery Schedule for Line materials

Sub: Supply, Installation, Testing & Commissioning for Conversion of (1) 66kV Talala - Ghusiya line (2) 66kV Ghusiya-Veraval line (3) 66kV Talala - Moraj line (4) 66kV Moraj - Veraval line (5) 66kV Timbdi-Sutrapada line (6) 66kV Sutrapada - P'patan line (7) 66kV Rangpar - Jamkandorana line (8) 66kV Shethvadala - Samana Line (9) 66kV Valasan - Mandasan Line (10) 66kV Chitravad-Satodad line (11) 66kV Bhayavadar - Bhankh line (12) 66kV Dhoraji - Mandlikpur line with ACSR DOG Conductor into equivalent HTLS Conductor (Equivalent weight of DOG Conductor with Higher Ampacity) (Except Gap Type conductor) of Junagadh Circle.

Tender no: ACE(P&C)/Contract/E-542/TL/66kV/S&E

Note: Bidder should note that L-2 schedule is attached herewith separately.

Annexure-III

SCHEDULED-21(Not Applicable)

Specification No: ACE(P&C)/Contract/E-542/TL/66kV/S&E

Sub: "Supply, Installation, Testing & Commissioning for Conversion of (1) 66kV Talala - Ghusiya line (2) 66kV Ghusiya-Veraval line (3) 66kV Talala - Moraj line (4) 66kV Moraj - Veraval line (5) 66kV Timbdi-Sutrapada line (6) 66kV Sutrapada - P'patan line (7) 66kV Rangpar - Jamkandorana line (8) 66kV Shethvadala - Samana Line (9) 66kV Valasan - Mandasan Line (10) 66kV Chitravad-Satodad line (11) 66kV Bhayavadar - Bhankh line (12) 66kV Dhoraji - Mandlikpur line with ACSR DOG Conductor into equivalent HTLS Conductor (Equivalent weight of DOG Conductor with Higher Ampacity) (Except Gap Type conductor) of Junagadh Circle."

Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance).

To,
Additional Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Co. Ltd.,
Corporate office,
Vadodara.

Dear sir,

I. We have read the provision in the Bidding Documents regarding furnishing the option for advance payment. Accordingly, as per clause GCC 86.1.1 (For Supply) and GCC 86.2.1 (b) (For Erection) provided in Amendment-I of the Bidding Documents, we hereby confirm to opt the following:

Interest Bearing Initial Advance:

Supply Portion: (Ref GCC 86.1.1)	*****
Erection Portion: (Ref GCC 86.2.1 (b))	*****

***** 'Yes' or 'No' to be filled up by the Bidder. 'Yes" shall mean that Bidder has opted for the Interest Bearing Advance and 'No' shall mean that Bidder has not opted for the Interest Bearing Advance. If nothing is mentioned, it shall mean that Bidder has not opted for the Interest Bearing Advance.

For,

(Name of Authorized Signatory of Bidder)

Designation:

Annexure-IV

Under taking

Specification No: ACE(P&C)/Contract/E-542/TL/66kV/S&E

Sub: "Supply, Installation, Testing & Commissioning for Conversion of (1) 66kV Talala - Ghusiya line (2) 66kV Ghusiya-Veraval line (3) 66kV Talala - Moraj line (4) 66kV Moraj - Veraval line (5) 66kV Timbdi-Sutrapada line (6) 66kV Sutrapada - P'patan line (7) 66kV Rangpar - Jamkandorana line (8) 66kV Shethvadala - Samana Line (9) 66kV Valasan - Mandasan Line (10) 66kV Chitravad-Satodad line (11) 66kV Bhayavadar - Bhankh line (12) 66kV Dhoraji - Mandlikpur line with ACSR DOG Conductor into equivalent HTLS Conductor (Equivalent weight of DOG Conductor with Higher Ampacity) (Except Gap Type conductor) of Junagadh Circle."

In connection with above subject, I / we confirm that our firm is not declared in NCLT under Insolvency & Bankruptcy Code. Further, I / we also agree that, if any found NCLT under Insolvency & Bankruptcy Code, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized
Representative of Company/Agency

NAME: _____
STATUS: _____

Name of bidder Company

PROFORMA OF POWER OF ATTORNEY BY THE JOINT VENTURE/ CONSORTIUM MEMBERS

(Non-Judicial Stamp of Rs.300/- duly notarized)

KNOW ALL MEN BY THESE PRESENTS THAT WE PARTIES whose details are given hereunder:

1. M/s. (A company incorporated in the companies Act 1956// A partnership Firm registered under the Indian partnership Act 1932/ Proprietary ship concern solely owned, controlled and managed by etc.) having its registered office at (Complete address)
2. ---do---
3. ---do---

have entered into a Joint venture agreement for the purpose of securing the work of GETCO vide tender notice No._____ and having our registered office/Head Office/ at (hereinafter called the Consortium/ Joint venture which expression shall unless repugnant to the context or meaning thereof, include is successors, administrators and assigns).

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint M/s. ---------- a Company _____ (name of leader) of and having its registered/Head Office at, as our duly constituted lawful Attorney (hereinafter call “Attorney” or “Authorized Representative” or Partner In charge or Leader of Consortium/ Joint venture) to exercise all or any of the powers for and on behalf of the Consortium/ Joint venture Company Members in regards to Specification No: _____ the bids for which have been invited by Gujarat Energy Transmission Co., Ltd., (herein after referred to as GETCO or the “Corporation”.)

i) To submit proposal and participate in the aforesaid bid specification of the Corporation on behalf the “Consortium/ Joint venture Members”.

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 Corporation for and on behalf of the “Consortium / Joint venture Members”.

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 "Consortium / Joint venture Members".

v) In the event of an order placed on M/s. ----------

The work shall be executed by all the members as per Bidding Documents and as per the schedule hereunder:

Schedule of Completion

Sr. No.	Completion Schedule	Name of Line /KV Substation	Name of Bidder/Member of consortium/ Joint venture
1			

The work to be executed by the Consortium/Joint venture members against order placed shall be executed jointly & severally by the individual members/JV to the GETCO and in the event of making payments , against individual invoices/bills submitted by Lead Partner, GETCO will issue cheques in the name of lead partner. GETCO will issue necessary certificate/documents in the name of Lead party only, as per rules and regulations.

vi) The Corporation may place only one order on the Leader of Consortium/ Joint venture incorporating the names of all the Consortium/ Joint venture Members and schedule of completion against each member, We, the members / parties confirm that commitments made and liabilities incurred by our Leader shall be binding on all the parties of the JV duly formed (Consortium/ Joint venture Members) and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

vii) In the event of award of contract, we the Consortium/ Joint venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

viii) The leader of Consortium/ Joint venture is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium/ Joint venture members and entire execution of the contract.

ix) In the event of any default in executing contract, that is in execution of work in accordance with specifications and within the schedule time by any Member/Members of Consortium/ Joint venture, the remaining other member / members shall accept the liability and execute the contract in full as provided in clause –vii of this agreement.

x) We all the members of the consortium / Joint venture agree and undertake that in the event of any change in the constitution of any Consortium/ Joint venture Member the rights and obligations of the Consortium / Joint venture shall continue to be in full force without any effect thereof.

xi) We, all the members of consortium / Joint venture undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GETCO and such consent will be obtained in writing. We also undertake that this agreement will be duly registered in any registrar's office located in

---

It is already understood that the lead party /Leader shall ensure performance of the contract(s) and if one or more above said party (Member) fail to perform their respective portion of the Contract (s) the same shall be deemed to be a default by all the above said parties /JV.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty period in terms of the Contract.
All the parties/members of above said Joint venture do hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representative/Leader quotes in the bid, negotiates and signs the Contract/other necessary documents, with GETCO and /or proposes to act on behalf of the Consortium / Joint venture by virtue of this power of Attorney/Agreement and the same shall bind the said Joint venture and its authorized representatives, as if done by itself.

IN WITNESS THEREOF the Members constituting the Consortium/ 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 Members of Consortium/ Joint venture.

_____

Attorney holder / Leader party

(Signed, seal by the company)

1) Signature, Name, Designation & Seal of each Company/Parties

2)---------- Do ----------

3)---------- Do ----------

Signed and seal in the presence of witness.

1. Signature …….

   Name ……

   Designation ……..

   Occupation …….

2. Signature …….

   Name ……

   Designation ……

   Occupation ……

Seal & Signature of Bidder

JOINT VENTURE AGREEMENT

(On 300 Rs.Stamp paper duly notarized)
For

NAME OF WORK:

Detail of work: -

This Joint Venture agreement is made in India at _____ on _____ day of _____, 20___ by and between M/s._____, a company duly incorporated under the laws of Indian Companies Act of 1956 having its registered office at_____
(INDIA) (hereinafter referred to as the "First Party"/Lead Party) duly represented by Shri _____ as the One Party.

AND

M/s._____, a company incorporated under the Indian Companies Act of 1956 and having its registered office at _____ (hereinafter referred to as the "Second Party" duly represented by Shri. _____ as the other party.

The expressions, "First Party" & "Second party" shall wherever the context admit mean and include their respective successors in interest and permitted assigns and hereinafter referred to individually as the "Party and collectively as the "PARTIES'.

WHEREAS The Gujarat Energy Transmission Corporation (GETCO) (Hereinafter referred to as the Client") has invited tenders Notice No._____ Dtd._____for"_____
_____
_____
(Hereinafter referred to as " Work").

AND WHEREAS Party of first part and party of second part have entered into an agreement, by setting up of a joint venture (hereinafter called "JV") to be set up in India for the purpose of securing the above said work of GETCO and to execute the work jointly and severally in the event of award of the contract.

In consideration of the mutual agreement and undertaking hereunder set out the parties to this agreement have granted the rights and accepted the obligations as follows: -

NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS:

1) **Principle Place of Business:**

The Parties agrees that principle place of business for any correspondence will be the office of Lead Partner.

2) **Participation:**

The participating interest of the members of the JV, as mutually decided, will be apportioned as _____% approximately for First Party and ____%

approximately for the Second Party in the event of award of the contract to the JV

3) **Lead Partner**:

It is agreed by the parties that M/s._____ Co. (i.e. party of _____ part) shall be treated as LEAD PARTY, for the said WORK of contract of GETCO. Thus remaining parties (as above) agrees to authorize the _____ (name of leader of lead party) to exercise all or any of the powers in respect of the said WORK for and on behalf of all the parties as above, which shall be binding on all the parties jointly and severally. During execution of the contract, if any of the JV Partner, other than the Lead Partner are found to be not performing according to their scope of work, committed in the JV agreement and awarded contract, then it is prerogative of GETCO to take action against defaulting JV Partner, in concurrence with Lead Partner. The decision of GETCO shall be final and binding and shall not be subjected to any objection of any nature. In such an event, GETCO reserves the right to encash the 5% Bank Guarantee of defaulting partner. Further such defaulting partner shall not be allowed to participate in tender of GETCO for 3 years.

4) **Billing & Payment:**

It is agreed by the parties that it shall open a bank account in the name of said Lead Partner. It is further agreed that Parties will submit their bills/invoices in the name of Lead Partner, whereas, GETCO in the event of making payment/s will deposit the amount/issue the cheque in favour of Lead Partner only and that such payment shall be deemed to be received by all the parties including Lead Partners.

5) **Liabilities:**

All the parties of this joint venture agreement agree and confirm that in the event of getting the award of the contract through successful bid, the execution of the work shall be complied efficiently and within stipulated time and that all the parties of this agreement shall be jointly and severally liable to comply and execute the work.

6) **Bank Guarantees**:

It is agreed between the parties that Bid Bond (in the form of Demand Draft and Bank Guarantee) and Performance Guarantee shall be arranged by them in their participation ratio, or as mutually agreed upon all the parties & affirmed by GETCO.

7) **ARBITRATION:**

In the event of any dispute arising between the parties and GETCO in respect of execution of this WORK, such disputes shall be resolved by arbitration to be held in GUJARAT in accordance with the Indian Arbitration Act. These agreements will be governed by and construed in accordance with Indian Law.

Seal & Signature of Bidder

IN WITNESS WHEREOF THE PARTIES hereto has put their respective hands and seal on this day, month and year herein above written.

SIGNED SEALED AND DELIVERED

_____

By within named
(Party of the FIRST PART/LEAD PARTY)

SIGNED, SEALED AND DELIVERED

_____

By within named
(Party of the SECOND PART)

WITNESSES:

1 _____

2 _____
(Name and address of the witnesses)

Seal & Signature of Bidder

ANNEXURE-I

FORM OF JOINT UNDERTAKING BY THE LICENSOR ALONGWITH THE BIDDER

(On Non-Judicial Stamp Paper of Indian Rupees 300/-)

THIS DEED OF UNDERTAKING executed this_____day of _____ Two thousand _____ by _____ a Company incorporated under the laws of _____ and having its registered office at_____(hereinafter called the "Licensor" which expression shall include its successors, executors and permitted assigns) and _____ a Company incorporated under the Companies Act, 1956 having its Registered Office at _____(hereinafter called the "Bidder" /"Contractor"/ Licensee which expression shall include its successors, executors and permitted assigns) in favour of Gujarat Energy Transmission Corporation Limited (GETCO) having its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara– 390 007 (hereinafter called the "Employer"/ Purchaser / Owner which expression shall include its successors, executors and assigns).

WHEREAS the Employer invited Bids as per its Specification No._____(1) which inter-alia includes the design, manufacture, testing, supply on Final Destination delivery at site basis for _____(2) for _____(3).

ANDWHEREAS Clause at 3.0 for Qualifying Requirements stipulates that the Bidder along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid is accepted by the Purchaser resulting in a "Contract".

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No._____ dated _____ based on the Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Licensor and the Bidder / Contractor / Licensee do hereby declare that we shall be jointly and severally bound unto the Gujarat Energy Transmission Corporation Limited (GETCO) (Employer) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package in accordance with the Contract specifications.

Note: (1) Fill in the Specification No. here
(2) Name of equipment / material
(3) Fill in the Name of Project here.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Licensor in particular hereby agrees to depute their

Seal & Signature of Bidder

technical experts to the Contractor's Works as considered necessary by the Employer, Contractor and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the equipment package in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier /Licensee suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Vadodara shall have exclusive jurisdiction in all matters arising under the undertaking.

4.0 As a security, the Licensor shall apart from the Supplier's performance guarantee, furnish a Performance Security from its Bank in favour of the Purchaser in a form acceptable to Purchaser. The value of such guarantee shall be equal to 5% of value of the Contract awarded by the purchaser to the Supplier and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The Guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the warranty period _____ package under the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.

5.0 We, the Licensor and the Bidder/Contractors confirm that the licensee agreement shall be valid for a period of at least five (5) years after the guarantee period of the equipment and materials to be supplied under the Contract.

6.0 We, the Licensor and the Bidder/Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITHNESS WHEREOF the Licensor and the Bidder / Supplier have through their authorized Representative executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESSES: **FOR LICENSOR**

_____ Name _____
(Name in Block Letter)

Designation _____

_____
(Office Address)

Common seal of Company_____

_____ (Signature of Authorized Representative)

Witnesses :

_____ Name _____
(Name in Block Letter)

_____ Designation _____

Seal & Signature of Bidder

(Office Address)

Common seal of Company _____

For Bidder /Supplier/Licensee

1. _____ (Signature of Authorized Representative)

_____ Name _____
(Name in Block Letter)

_____ Designation _____
(Office Address)

Common seal of Company

For Employer (GETCO)

Note: This deed of joint undertaking should be attested by Notary Public at the place of the respective executant.

Seal & Signature of Bidder

ANNEXURE – IA

(on non-judicial stamp paper of Rs.300/-)

MANUFACTURER'S AUTHORIZATION

Ref No._____ Date_____

To,
Gujarat Energy Transmission Corporation Ltd,
8 th Floor, Sardar Patel Vidyut BHavan,
Race Course,
Vadodara-390007
Gujarat, India.
Dear Sir,

Tender No_____Under (Tender Notice No._____) for supply of _____ (item)

We _____ who are established and reputable manufacturers of (name & description of goods offered)_____ having factory at_____(Address of factory) do hereby authorize M/s. _____(name & address of Agent) to submit a bid, and sign the contract with you for the above goods manufactured by us against the above NIT under Tender Notice No._____.

We shall extend our full guarantee and warranty as per the General Conditions of Contract appended with specification for goods and services offered for supply by the above firm against this NIT.

Further, we hereby confirm as follows:

1) We confirm for design, manufacturing & testing of equipment as per relevant IS/IEC/ANSI with latest amendments.

2) We give commitments for full technical / after sale support including spares during erection, testing and commissioning and confirm that products are as per technical specifications & type tested as per IEC/IS/ specification from accredited laboratory.

3) We also confirm that we are having all the testing facilities as required for testing of the equipment as per relevant IS/TEC/ANSI with their latest amendments.

4) We confirm that this authorization will remain in force at least up to guarantee period of equipment.

5) We confirm for free replacement / repair within the guarantee of equipment.

6) We confirm that all acceptance tests shall be carried out in presence of GETCO's Engineer in any NABL in India / at OEM's works without any extra cost to GETCO.

7) We confirm that, for dispute, if any, the Indian judicial as defined by purchaser shall be binding to us and we shall be abide & act as per Indian govt. rules & regulation in toto.

Yours faithfully,

Date : Sign & seal of manufactures

Seal & Signature of Bidder

(On the letter pad of the company)

Date:

Declaration of Conflict of Interest

To
Additional Chief Engineer(Procurement & Contracts),
Gujarat Energy Transmission Corporation Limited,
8th Floor,Sardar patel Vidyut Bhavan,
Race Course,
Vadodara-390007

Ref: Tender Notice No……

With refrence to above your tender Notice No……..
For the work of……

We do not have any conflict of interest with any other bidder who has submitted the bid in this tender.

Yours Faithfully,

Seal & Signature of Bidder

(On the letter pad of the company)

Date:

Declaration of Relationship with employee

To
Additional Chief Engineer(Procurement & Contracts),
Gujarat Energy Transmission Corporation Limited,
8th Floor,Sardar patel Vidyut Bhavan,
Race Course,
Vadodara-390007

Ref: Tender Notice No……

With reference to above your tender Notice No……..
For the work of……

"If in any Bidder Company/firm, the interest(i.e. shareholding in company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in section 2(77) of the company's Act 2013 is 10% or more, the tendering Company will not deal with such Company/Firm at all."

As per clause, we do not have any type of relationship with any current employees of tendering Company.

Yours Faithfully,

(Note: If you have any relationship with employee, give declaration as per tender clause.)

Seal & Signature of Bidder