AMENDMENT NO. 1 of Part-I Tender Specification TO THE TENDER SPECIFICATION/ BIIDDING DOCUMENTS FOR Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

TENDER SPECIFICATION NO: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

This Amendment-1 is issued as per the provisions of Clause 7.0 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 12.0 and its sub-clauses	**12.0 Bid Security/EMD:** 12.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of _____ Lacs to be paid as under: a) 50% OR 100% In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Vadodara. b) Remaining 50% amount in form of BG from approved banks of GETCO having validity of Six months from the date of bid opening of Technical Bid. 12.2 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.	**12.0 Bid Security/EMD:** 12.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of _____to be paid as under: ~~a) 50% OR 100% In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Vadodara.~~ ~~b) Remaining 50% amount in form of BG from approved banks of GETCO having validity of Six months from the date of bid opening of Technical Bid.~~ c) Payment of Earnest Money Deposit (EMD) will be accepted by RTGS/NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee. 12.2 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.

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		12.3 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. 12.4 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. 12.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee. 12.6 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.	12.3 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. 12.4 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 bidder chooses not to extend the bid validity, the Bid Security/ EMD of such bidder shall be returned forthwith. 12.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract security deposit / performance guarantee. 12.6 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

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		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)	days of letter of award of contract)
2.	Part –I (GCC)/ General Conditions of Contract/ Clause 47.0 and its sub-clauses	**47.0 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 substation work. 47.1 **For supply**	**47.0 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 substation work. **47.1 For Supply** **47.1.1 Interest Bearing Advance (Optional*):** **(i) Interest Bearing Advance (Optional*): Ten percent (10%) of the total Ex-works price component of Substation 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 36.0 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 47.1.2 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.

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			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. 47.1.2 **Progressive Payments**

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		(i) 80% of supply value for each consignment of Sub-Station material including accessories on submission of invoice along with 100% GST, duties, F & I shall be paid from corporate office within 30 days from actual material receipt date mentioned in SR Note after verifying the following documents. A. **Tax invoice**. B. Delivery challan. C. Endorsed RR / LR copy. D. Dispatch clearance certificate / letter wherever applicable. E. **E Way Bill, if applicable**	(i) (a) 70% of supply value if contractor opts to take interest bearing initial advance or (b) 80% instead of 70% of supply value 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, each consignment of Sub-Station material including accessories on submission of invoice along with 100% GST, duties, F & I shall be paid from corporate office within 30 days from actual material receipt date mentioned in SR Note after verifying the following documents. 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% shall be released from corporate office on completion of sub-station work, handing over and preliminary acceptance certificate issued by the site engineers in charge after rectification work if any and settlement of material account according to actual quantity utilized for completion of S/S. Supply to be made as per approved drawing/ BOQ.	(ii) 10% of the of supply value shall be paid pro-rata on completion of erection/ installation of substation equipment, hardware, structures etc and furnishing of completion certificate from Engineer-in-charge and Chief Engineer (Projects), pro-rata on monthly basis.
		(iii) Balance10% of supply value shall be paid from corporate office on successful commissioning of Sub-Station against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled for complete job and will be released only after passing of final bill.	(iii) Balance 10% of supply value shall be paid on completion of on quarterly basis on completion of erection/ installation of completed bay(s) in all respects and liquidation of defects/deficiencies of corresponding bay on prorata basis and on completion certificate from Engineer-in-charge and Chief Engineer (Projects) and submission of an unconditional & irrevocable Bank Guarantee for amount paid so that Bank Guarantee available with the GETCO is of cumulative value of amount paid on this account, initially valid till 3 months beyond the

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			scheduled date of completion of testing & commissioning of the substation 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 substation complete in all respects and its taking over by the GETCO, including issuance of preliminary acceptance certificate issued by the site engineers in charge after rectification work if any and settlement of material account according to actual quantity utilized for completion of S/S. Supply to be made as per approved drawing/ BOQ.
		(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	(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

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		submission of copy of documentary evidence of payment by observing due formalities. **47.2 For Erection works.**	documentary evidence of payment by observing due formalities. **47.2 For Erection works.** **Supply of Services Portion**. **47.2.1 A. Interest Bearing Initial Advance (Optional ^^) Ten percent (10%) at the rate of interest as per** **47.2.1 A.1 1st Installment of 05% (Five)** of the total Installation price component shall be paid on Establishment of Contractor's site offices for preparatory to mobilization for Installation establishment 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 36.0 including its sub-clause. **47.2.1. A.2 2nd Installment of 05% (Five)^^** of the total Installation price component shall be paid on start of equipment erection & 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.

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			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 A.1 and A.2 above is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the requisite activities. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance at A.1 & A.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. **47.2.1 A.3**. 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

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			considering proportionate adjustment of advance against progressive payment for the work done as per 47.2.2 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. A1 (c) and, A2(c) above within twenty-eight (28) days of issuance of Letter / Notification of Award. **47.2.2** (i) (a) 80% payment if contractor opts to take interest bearing initial advance or (b) 90% payment instead of 80% payment if contractor opts not to take interest bearing initial advance or has opted to take interest bearing initial
		(i) 90% payment of amount claimed covering various activities such as excavation, foundation, erection, earthing, stringing of bus bar and earthwire including insulator hoisting works against R.A. bills duly certified by EIC within 30 days from the date of R.A. bill.	

			advance but the advance payment has become inadmissible, of amount claimed covering various activities such as excavation, foundation, erection, earthing, stringing of bus bar and earthwire including insulator hoisting works against R.A. bills duly certified by EIC within 30 days from the date of R.A. bill.
		(ii) Balance 10% of erection value shall be paid against commissioning of Sub-Station only after settlement of material account statement of items supplied, used, erected and successful commissioning of Sub-Station line the same amount will be release in final bill only and payment will be made only after passing of final bill.	**47.2.2 (ii)** Balance 10% of erection value shall be paid against commissioning of Sub-Station only after settlement of material account statement of items supplied, used, erected and successful commissioning of Sub-Station line the same amount will be release in final bill only and payment will be made only after passing of final bill.
		(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.	(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.
		(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.	(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.

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		• 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.	• 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.
3.	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 with EMD (Bid Security).~~ • **Payment of Tender Fees will be accepted by RTGS / NEFT/Online only.**
4.	Part –I (SCC)/ Special Conditions of Contract/ Clause 5.0 and its sub-clauses	**5.0 QUALIFYING REQUIREMENT** **2.0 FINANCIAL QUALIFYING CRITERIA: -** **2.1 MAAT (Minimum Average Annual Turnover)** **Route -1 & Route -2 :-** 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 tender. **Route -3 :-** Minimum Average Annual Turnover (MAAT) of the	**5.0 QUALIFYING REQUIREMENT** **2.0 FINANCIAL QUALIFYING CRITERIA: -** **2.1 MAAT (Minimum Average Annual Turnover)** **Route -1 & Route -2 :-** 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 tender. **Route -3 :-** Minimum Average Annual Turnover (MAAT) of the consortium/ Joint Venture (JV) company added

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		consortium/ Joint Venture (JV) company added together for best three 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 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, Turnover shall be taken as revenue from operation (excluding GST) as stated in Financial statement of the bidder, but excluding other income. **2.2 Liquid Assets** **Route -1 & Route -2 :-** Last Financial Year Liquid Assets should not be less than 20% of estimated cost of tender. **Route -3 :-** Last Financial year liquid asset of the consortium/ Joint Venture (JV) company added together should not be less than 20% of estimated cost of tender. However Last Financial Year Liquid assets of the lead partner shall be at least 10% of estimated Cost of tender and for each other partners shall be at least 7% of estimated cost of tender. Note: For the purpose of arriving at Liquid Assets Current Assets Less Inventories shall be considered. **2.3 Net-Worth** Bidder's Networth for last Financial Year should be positive including all JV Partners Note: Net Worth means Paid-up Share Capital, Share Application Money pending allotment and Reserves & Surplus less Accumulated Losses and Deferred revenue expenditure/Miscellaneous Expenses to the extent not Written Off.	together for best three 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 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, Turnover shall be taken as revenue from operation (excluding GST) as stated in Financial statement of the bidder, but excluding other income. **2.2 Liquid Assets** **Route -1 & Route -2 :-** Last Financial Year Liquid Assets should not be less than 20% of estimated cost of tender. **Route -3 :-** Last Financial year liquid asset of the consortium/ Joint Venture (JV) company added together should not be less than 20% of estimated cost of tender. However Last Financial Year Liquid assets of the lead partner shall be at least 10% of estimated Cost of tender and for each other partners shall be at least 7% of estimated cost of tender. Note: For the purpose of arriving at Liquid Assets Current Assets Less Inventories shall be considered. **2.3 Net-Worth** Bidder's Networth for last Financial Year should be positive including all JV Partners Note: Net Worth means Paid-up Share Capital, Share Application Money pending allotment and Reserves & Surplus less Accumulated Losses and Deferred revenue expenditure/Miscellaneous Expenses to the extent not Written Off.

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		• Reserves and Surplus 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 if it is in respect of shares to be allotted. Bidder to submit the following documents in support of meeting financial qualifying criteria: 1. CA Certificate with valid UDIN Number failing which certificate shall not be considered for the purpose of evaluation and 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 2. 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. 3. Otherwise it is compulsory to submit the financial details of immediate preceding five financial years. 4. In case bidder is a holding company, the Financial Position criteria referred to in Financial Qualification criteria shall be that of holding company only (i.e. excluding its subsidiary / group	• Reserves and Surplus 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 if it is in respect of shares to be allotted. Bidder to submit the following documents in support of meeting financial qualifying criteria: 1. CA Certificate with valid UDIN Number failing which certificate shall not be considered for the purpose of evaluation and 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 2. 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. 3. Otherwise it is compulsory to submit the financial details of immediate preceding five financial years. 4. In case bidder is a holding company, the Financial Position criteria referred to in Financial Qualification criteria shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the Financial

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		companies). In case bidder is a subsidiary of a holding company, the Financial Position criteria referred to above shall be that of subsidiary company only (i.e. excluding its holding company). 5. In case the date of constitution / incorporation of bidder is less than five years old the MAAT in respect of the completed financial year after the date of constitution shall be taken into account. Provided further that the date of constitution / incorporation of the bidder shall not be less than one year old and audited financial statements of at least one completed financial year is available.	Position criteria referred to above shall be that of subsidiary company only (i.e. excluding its holding company). 5. In case the date of constitution / incorporation of bidder is less than five years old the MAAT in respect of the completed financial year after the date of constitution shall be taken into account. Provided further that the date of constitution / incorporation of the bidder shall not be less than one year old and audited financial statements of at least one completed financial year is available.
5.	Part –I (SCC)/ Special Conditions of Contract/ Clause 6.0 and its sub-clauses	**6.0 Additional Documents:** Apart from various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder: 1. GST Registration No. date/ issuing authority. 2. Regn. No. under Shops & Estt. 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 if applicable 7. Factory Registration/license details if applicable 8. Solvency certificate from Bank (up to 20 % of Bid value)	**6.0 Additional Documents:** Apart from various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder: 1. GST Registration No. date/ issuing authority. 2. Regn. No. under Shops & Estt. 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 if applicable Factory Registration/license details if applicable
6.	Part –I (SCC)/ Special Conditions of Contract/ Clause 41.0 and its sub-clauses	**41.0 PENALTY FOR DELAY:** 41.1 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, erection	**41.0 LIQUIDATED DAMAGES (LD) FOR DELAY:** 41.1 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

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		and civil beyond Contractual period stated shall be subject to the penalty at the rate of ½ % per week or part there of plus GST as applicable on delayed portion, with a ceiling of 10 % of the total contract value plus GST as applicable. For calculating the delayed portion date of actual receipt of material at store shall be considered**.** 41.2 The penalty plus GST as applicable will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO. 41.3 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 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.	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. 41.2 The penalty plus GST as applicable will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO. 41.3 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 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. 41.3 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

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			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.

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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.

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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 upto _____*(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 authorised 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 _____

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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."

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Annexure-II

L2 Schedule

SCHEDULED-2A

Sub: Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

Tender no: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Note: Being an EPC contract, multiple activities are involved starting from engineering to commissioning of project. Agency will submit L2 schedule by identifying actual risk involved within project with prioritization, assessment and mitigation plan to GETCO. Hence it is proposed to continue submission of L2 schedule by agency to GETCO during Kick off meeting.

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Annexure-III

SCHEDULED-21

Specification No: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Sub: Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

Option for Initial Advance (either Interest Bearing Initial Advance of No 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 47.1.1 (For Supply) and GCC 47.2.1 (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 47.1.1)	*
Erection Portion: (Ref GCC 47.2.1 (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:

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Annexure-IV

Under taking

Specification No: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Sub: "Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari 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

Seal & Signature of Bidder