AMENDMENT NO. 1 of Part-I Tender Specification TO THE TENDER SPECIFICATION/

BIIDDING DOCUMENTS FOR supply, Installation, testing & commissioning of conversion of 220kV Kosamba – Kim line 1,2 & 3 of Bharuch Circle with ACSR zebra conductor into equivalent HTLS conductor (Equivalent weight of Zebra Conductor with Higher Ampacity) (Except Gap Type Conductor).

TENDER SPECIFICATION NO: ACE(P&C)/Contracts/E-532/Uprating/220kV/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 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 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. --	**23.0 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. **(e) Payment of EMD will be accepted by RTGS / NEFT / online or Demand draft or Banker's cheque or Pay order or Bank Guarantee**

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		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. 23.3.3 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee 23.4 The bid guarantee may be	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 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.

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		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)	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)
2.	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. 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 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 & 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.	(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 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**.	(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	(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

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		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.**	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:

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			(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.

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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. **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.

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			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 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:**	(iii) **Deleted.** Note: ROW is now proposed to be in the scope of GETCO. Hence, this clause is deleted.

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		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. • 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 documentary evidence of payment by observing due formalities.

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		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-1 of Bid along with EMD (Bid Security). **Payment of Tender fee accepted by RTGS / NEFT / online only**
4.	Part –I (SCC)/ Special Conditions of Contract/ Clause 5.0 and its sub-clauses	**5.0 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. 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	**5.0 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. 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
5.	Part –I (SCC)/ Special Conditions of Contract/ Clause 10.0	**10.0 PENALTY FOR DELAY:** 10.1 The tenderer should note that the completion time allowed for carrying out the work should be	**10.0 LIQUIDATED DAMAGES (LD) FOR DELAY:** 10.1 The tenderer should note that the completion time allowed for carrying out

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	and its sub-clauses	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 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 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 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

		10.3 Tenderer shall have to supply all materials to match with the erection activities.	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.

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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.

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,

Seal & Signature of Bidder

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 _____

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."

Seal & Signature of Bidder

Annexure-iii

SCHEDULED-21

Specification No: ACE(P&C)/Contracts/E-532/Uprating/220kV/S&E

Sub: supply, Installation, testing & commissioning of conversion of 220kV Kosamba – Kim line 1,2 & 3 of Bharuch Circle with ACSR zebra conductor into equivalent HTLS conductor (Equivalent weight of Zebra Conductor with Higher Ampacity) (Except Gap Type Conductor).

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

To,
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:

Seal & Signature of Bidder

Annexure-iv

Annexure-4

Under taking

Specification No: ACE(P&C)/Contracts/E-532/Uprating/220kV/S&E

Sub: Supply, Installation, testing & commissioning of conversion of 220kV Kosamba – Kim line 1,2 & 3 of Bharuch Circle with ACSR zebra conductor into equivalent HTLS conductor (Equivalent weight of Zebra Conductor with Higher Ampacity) (Except Gap Type Conductor)

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

(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……

We do not have any type of relationship with any current employees of GUVNL/GETCO.

Yours Faithfully,

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

Seal & Signature of Bidder

Form of Undertaking 1A

(Applicable where adequate retention payment/ monies, over and above the security deposit/ Contract Performance Guarantee (CPG), remain to be released as per the Contract)

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

Subject: Undertaking for Liquidated Damages (LD) for Delay under Sub-Clause 10.3 of General terms and condition of contract

Dear Sir,

This is In connection with the Contract for "_____**Name of line / substation____", Tender Specification No:** _____, awarded on us vide Letter of Award ref no **[…….]** dated **[…….]**

Request for Non-Withholding of RA Bills Pending LD Settlement:

Pursuant to Sub-Clause 10.3 of the GCC, and notwithstanding the provisions of Sub-Clause 10.2, we hereby request that amounts from our Running Account (RA) bills not be withheld or retained by Gujarat Energy Transmission Co. Ltd. (GETCO) on account of pending settlement of Liquidated Damages (LD). In this regard, we hereby furnish the following undertaking as required under the said Sub-Clause 10.3 of the General terms and Conditions of Contract (GCC):

1. **Retention Payments Covering LD Amount:** We confirm that as per the present status of the Contract referred above, certain retention payments/ monies, over and above the Security Deposit/Contract Performance Guarantee (CPG), remain to be released as per the terms of the Contract. We further confirm that such retention payments are adequate enough to recover the amount of maximum leviable LD, if so decided by GETCO. We confirm and undertake that we shall not claim such retention payments until the settlement of LD is finalized.
2. **Supplementary Authorization for Utilization of Existing Bank Guarantees or Other Securities:** In addition to the retention payments mentioned above, we irrevocably authorize GETCO to utilize any Bank Guarantees or other securities furnished by us under this Contract or any other Contract with GETCO, which have partly or fully served their purpose, for recovery of LD, if retention payments are found insufficient to cover the maximum leviable LD. Such Bank Guarantees include but are not limited to the following:
    - Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
    - Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
    - ……..

Seal & Signature of Bidder

3. **Extension of Bank Guarantee Validity:** We undertake to extend the validity of such Bank Guarantees or securities, as required by GETCO, to ensure their availability for recovery of LD. The extended validity shall be for a period of six (6) months beyond the anticipated completion of the works/supplies under the Contract.

4. **Without Prejudice to GETCO's Rights Under Sub-Clause 10.2:** We expressly acknowledge and agree that our request under Sub-Clause 10.3 is made without prejudice to the rights of GETCO under Sub-Clause 10.2, which GETCO may exercise at its sole discretion, without any prior intimation or notice to us, at any stage or time of its choosing.

We confirm that this undertaking is furnished in good faith and in full compliance with the terms and conditions of the Contract.

Yours faithfully,

For and on behalf of [Name of Contractor]
[Name of the signatory]
[Designation]
[Seal & Signature of Contractor]
Date: _____ Place: _____

Witness: Signature: _____ Name: _____
Address: _____ Contact Number: _____

Seal & Signature of Bidder

Form of Undertaking 1B

(Applicable if retention payment/ monies, over and above the security deposit/ Contract Performance Guarantee (CPG), that remain to be released as per the Contract are not adequate)

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

Subject: Undertaking for Liquidated Damages (LD) for Delay under Sub-Clause 10.3 of General terms and Conditions of Contract

Dear Sir,

This is In connection with the Contract for "____**name of line / substation**_____ **"**, Tender Specification No: _____**,** awarded on us vide Letter of Award ref no **[…….]** dated **[…….]**

Request for Non-Withholding of RA Bills Pending LD Settlement:

Pursuant to Sub-Clause 10.3 of the GCC, and notwithstanding the provisions of Sub-Clause 10.2, we hereby request that amounts from our Running Account (RA) bills not be withheld or retained by Gujarat Energy Transmission Co. Ltd. (GETCO) on account of pending settlement of Liquidated Damages (LD). In this regard, we hereby furnish the following undertaking as required under the said Sub-Clause 10.3 of the General terms and Conditions of Contract (GCC):

1.Retention Payments Covering LD Amount:

We note that as per the present status of the Contract referred above, no retention payments/ monies, over and above the Security Deposit/Contract Performance Guarantee (CPG), are available OR the available retention payments/ monies are not adequate, to recover the amount of maximum leviable LD, if so decided by GETCO. We confirm and undertake that we shall not claim such retention payments/ monies, as may be available with GETCO, until the settlement of LD is finalized.

We further confirm and undertake that, even when the amount of retention payments/ monies becomes sufficient to cover the LD amount, we shall not claim such retention payments/ monies, as may be available with GETCO, until the settlement of LD is finalized.

2.Supplementary Authorization for Utilization of Existing Bank Guarantees or Other Securities: In addition to the retention payments/ monies mentioned above and if retention payments are found insufficient to cover the maximum leviable LD, we irrevocably authorize GETCO to utilize any Bank Guarantees or other securities furnished by us under this Contract or any other Contract with GETCO, which have partly or fully served their purpose, for recovery of LD. Such Bank Guarantees include but are not limited to the following:

Seal & Signature of Bidder

- Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
- Bank Guarantee No. [Insert Number] dated [Insert Date] issued by [Insert Bank Name] for an amount of [Insert Amount].
- ……..

3.Extension of Bank Guarantee Validity: We undertake to extend the validity of such Bank Guarantees or securities, as required by GETCO, to ensure their availability for recovery of LD. The extended validity shall be for a period of six (6) months beyond the anticipated completion of the works/supplies under the Contract.

4.Without Prejudice to GETCO's Rights Under Sub-Clause 10.2: We expressly acknowledge and agree that our request under Sub-Clause 10.3 is made without prejudice to the rights of GETCO under Sub-Clause 10.2, which GETCO may exercise at its sole discretion, without any prior intimation or notice to us, at any stage or time of its choosing.

We confirm that this undertaking is furnished in good faith and in full compliance with the terms and conditions of the Contract.

Yours faithfully,

For and on behalf of [Name of Contractor]
[Name of the signatory]
[Designation]
[Seal & Signature of Contractor]
Date: _____ Place: _____

Witness: Signature: _____ Name: _____
Address: _____ Contact Number: _____

Note:

- This undertaking shall be executed on a non-judicial stamp paper of appropriate value as per applicable laws duly notorised.
- The Contractor shall ensure that all terms mentioned herein are strictly adhered to during the execution of the Contract.

Seal & Signature of Bidder