AMENDMENT NO. 1 of Part-I Tender Specification TO THE TENDER SPECIFICATION/ BIIDDING DOCUMENTS FOR Supply, erection, testing & commissioning of 220KV 1Cx1200 Sq.mm,2x(3+0) copper conductor XLPE U/G cable laying LILO from Prop.220KV M/C cable termination tower to 220KV Kanbha GIS from Existing Ranasan Karamsad S/C line with Deer Conductor(Route length:0.300Km U/G).

TENDER SPECIFICATION NO: ACE(P&C)/Contracts/SS/E-509/220kV/UG/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.

SI 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

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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	The bid guarantee shall be made payable to the Owner without any condition whatsoever. 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:

		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)	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 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

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			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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		(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**	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**

		(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. (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. (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	(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% 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) 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

		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. **47.2 For Erection works.**	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 submission of copy of

			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:

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			(a) Proforma invoice(s), (b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}] from a Public Sector Indian bank/Scheduled, Commercial Bank in the form attached herewith as ***Annexure-I*** (The guarantee shall be initially valid up to 90 days after the Time of Completion and shall be reduced at the end of every Quarter prorata to the advance adjusted), (c) Performance Securities in line with GCC Clause 40.0 including its sub-clause, and (d) A declaration by the Contractor stating that 1st Installation (5%) of advance has been utilized against the mobilization works for the subject contract. Recovery of this advance shall be adjusted in such a way that that all the sums of advance with interest thereon shall be fully recovered 3 months prior to the scheduled Time of Completion, failing which the whole amount of advance along with interest thereon shall be recovered immediately from the payments due to the Contractor. The contractor may however, return / pay to GETCO the unadjusted advance amount at any stage during the execution of the work along with the accrued interest thereon till the time of return / payment. Alternatively, the contractor may also request GETCO for early adjustment of the advance along with accrued interest.

			Note: ^^ This payment is an optional payment. The Contractor has the option of taking the interest bearing advance or otherwise. The option for advance payment is to be indicated by the bidder in its bid as per the format attached herewith as ***Annexure–III*** and shall be deemed to be part of the bidding scheduled referred as ***SCHEDULE-21*** to be submitted by the bidder with Technical bid. **Note:** After release of various advances, the rate of recovery of the advance shall be re-adjusted. Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents as per para 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.
		(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.	**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

		(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. (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.	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

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		• 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.	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. **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. (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.
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** **(A) Technical Requirement:** ~~**1. Individual Bidders**~~ ~~**a)** The bidder shall be Original Equipment Manufacturer (OEM). The offered material has to be designed, manufactured and tested as per relevant IS/IEC/ANSI with latest amendments and as per technical specification.~~ ~~**b)** The Bidder shall have supplied at least 15km length of 110kV or above voltage class XLPE cables during last 5 years with Transmission Utility or major industries.~~	**5.0 QUALIFYING REQUIREMENT** **Qualifying Requirements for 220kV Cable supply, Laying & Erection EPC work** **1.0 QUALIFICATION OF THE BIDDER** Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified herein regarding the Bidder's Technical Experience Requirements and Financial Position Requirements as demonstrated by the Bidder's responses and supporting documents submitted with the Bid. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying requirements. The bid can be submitted by an individual firm or a Joint

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		~~c) The Bidder shall have erected at least 5Ckm route length cumulatively of 110kV or above voltage class XLPE cables during last 5 years with Transmission Utility or major industries.~~ ~~d) At least Two 110kV or above Cable line supplied and erected as per 1(b) and 1(c) shall be performing satisfactorily for more than two years. (Supporting documents / Certificates of original customer to be submitted.)~~ ~~e) The bidder shall have in house design and testing facility.~~ ~~f) All the Equipment's proposed to be supplied shall have valid type test certificates from any NABL accredited laboratory of India or of abroad as per relevant technical specification of GETCO.~~ ~~g) The bidder shall have valid Electrical Contract License, GST Regiatration No. Date/issuing authority (registered under GST Act), and should have PF Registration Certificate.~~ ~~**2. Bidders who are not OEMs are also eligible to quote provided they source the 220kV cable from cable manufacturer as per the technical specifications and fulfill the above requirements as per clause 1.0 (c).**~~ ~~It is also mandatory for the such bidder to provide manufacturer's authorization certificate as per enclosed annexure-II.A. In this case, manufacturer selected by bidder must fulfill the eligible criteria as follows:~~	Venture/Consortium of not more than **two (2)** firms, one of whom is designated as the Lead Partner. For the purpose of the qualification the following shall also apply: a. For the purpose of qualifying requirements, cumulative supply/erection shall be calculated based on the certificate(s) from the respective Transmission Utilities or major industries only. b. "Ckm" denotes "Circuit kilometer". c. Satisfactory operation shall be substantiated by certificate(s) issued by the end user/Employer certifying operation without adverse remarks. d. Relevant supporting documents (e.g., supply/erection completion certificates, performance certificates) from the original customer must be submitted. e. **No firm shall be associated, in any role, with more than one bid for this package** The roles a firm may participate in bidding under this QR are: (i) OEM Bidder under Route-1; (ii) Non-OEM Bidder under Route-2; (iii) nominated OEM under Route-2; (iv) OEM Partner of a Joint Venture/Consortium under Route-3; and (v) Erection Partner of a Joint Venture/Consortium under Route-3. A firm that has participated in any one of these roles in a bid shall not participate in any role — the same role or a different one — in any other bid for this package. Accordingly, without limitation to the generality of the above, a firm that: i. is the OEM Bidder under Route-1 in one bid, shall not participate as the nominated OEM under Route-2, or as the OEM Partner of a JV/Consortium under Route-3, in another bid, or vice versa; ii. is the Non-OEM Bidder under Route-2 in one bid, shall not participate as the Erection Partner of a JV/Consortium

		~~(1) The manufacturer selected by Bidder shall have supplied at least 15km length of 110kV or above voltage class XLPE cables during last 5 years with Transmission Utility or major industries.~~ ~~(2) At least one 110kV Cable line supplied as per 1(b) shall be performing satisfactorily for more than two years. (Supporting documents / Certificates of original customer to be submitted.)~~ ~~**3. In case the bidder does not meet technical experience specified either at 1.0 or 2.0 above at its own, JV/Consortium is permitted provided JV/Consortium shall collectively meet requirement as per 1.0 above for supply and erection.**~~ **(B) Financial Requirement** ~~1. Minimum Annual Turnover (MAT) for best three individual years out of last five financial years shall not be less than the estimated cost. **(For individual bidders)**~~ ~~2. Minimum Annual Turnover (MAT) of the consortium / Joint Venture (JV) company added together for best three individual years out of last five financial years shall not be less than the estimated cost. However Minimum Annual Turnover (MAT) for best three individual years out of last five financial years of the lead partner shall be at least 50% & for each other partners shall be at least 33% of the estimated cost.~~ ~~3. Further, in case of the bid to be furnish as a JV/Consortium partners~~	under Route-3, in another bid, or vice versa; or iii. participates in any OEM-side role (as OEM Bidder, nominated OEM, or OEM Partner) in one bid, shall not participate in any non-OEM/erection-side role (as Non-OEM Bidder or Erection Partner) in another bid, or vice versa. Any bid found in violation of this requirement shall be rejected, along with every other bid in which the firm concerned has so participated. **1.1 TECHNICAL EXPERIENCE REQUIREMENTS** **<u>1.1.1 Route-1: Original Equipment Manufacturer (OEM) Bidder</u>** **(I).** The Bidder must be an Original Equipment Manufacturer (OEM) of 110kV or higher voltage class XLPE cables. **(II).** The Bidder must have designed, manufactured, type tested (as per relevant IS/IEC/ANSI standards with latest amendments), supplied and erected at least: **(a) Supplied**: Cumulatively supplied a minimum of 15 km length of 110kV or above voltage class XLPE cable during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries. Additionally, out of the aforesaid cumulatively supplied length, the Bidder shall submit satisfactory performance certificate(s) evidencing that a minimum of 5 km length of 110kV or above voltage class XLPE cable has been in satisfactory service for a minimum period of two (2) years as on the date of NIT, issued by the Transmission Utilities or major industries. **(b) Erected**: Erected at least 5 Ckm route length cumulatively of 110kV or above voltage class XLPE cables during last seven (7) years preceding the date of NIT with a Transmission Utility or major industry.

		~~then the each JV/Consortium partners has to furnish 5% of the overall tender cost towards the B.G. in addition to the 10% of the Bank Guarantee to be submitted by the lead partner (as security deposit). The terms, conditions & validity of all such BG's shall be the same.~~	**(c) Performance**: At least One (1) 110kV or above cable lines supplied and erected as above shall be in satisfactory operation for not less than One (1) year as on the date of NIT. **1.1.2 Route-2: Non-OEM Bidder** **(I).** Non-OEM Bidders are eligible, provided that the 220kV cable is sourced from an OEM manufacturer that conforms to the technical specifications and is an approved vendor of GETCO. The sourcing of 220kV cable under this Route shall be carried out from a single OEM, who shall be an approved vendor of GETCO, unless GETCO specifically agrees otherwise in writing. Accordingly, the Bidder shall pre-identify and nominate such OEM, who shall meet the qualifying requirements specified under Route-1 (I) and (II)(a), and shall submit, along with its bid, all relevant supporting documents establishing that the nominated OEM meets the aforesaid requirements, including Type Test Reports, Supply Orders, and Performance Certificates for the 220kV cable supplied by the nominated OEM. The Bidder shall, in addition, furnish jointly with the nominated OEM a MOA/ MOU. It shall be the sole responsibility of the Bidder to finalize and maintain the nominated OEM source without any adverse impact on the delivery or completion schedule, and any delay or consequential damages arising from the selection or sourcing of the OEM shall be entirely borne by the Bidder. No change of the nominated OEM shall be permitted after bid submission, unless specifically approved by GETCO. **(II). The Non-OEM Bidder must**: (a) **Procurement & Supply:** Have procured, and supplied a minimum of 15 km length cumulative of 110kV or above voltage class XLPE cables from recognized cable manufacturers during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries.

		~~Details as per qualifying requirement to be submitted along-with offer,~~ ~~**in a separate cover.**~~ • ~~CA certificate to be attached for MAT. (This is must)~~ • ~~Supply/Order executed details for offered items with name of purchaser, date and location to be mentioned.~~ • ~~Performance certificate for satisfactory operation/working for period as per qualifying requirement attached with specification. (This is must for getting the offer qualified)~~	(b) **Erected:** Have erected at least 5 Ckm route length cumulatively of 110kV or above voltage class XLPE cables during the last seven (7) years preceding the date of NIT with one or more Transmission Utilities or major industries. (c) **Performance:** At least One (1) 110kV or above cable lines supplied and erected as above shall be in satisfactory operation for not less than One (1) year as on the date of NIT. **1.1.3 Route-3: Joint Venture (JV)/Consortium** Where a bidder does not individually meet the technical requirements as specified under Route-1 or Route-2 above, submission/participation by a Joint Venture/Consortium is permitted, provided the JV/Consortium collectively meets all requirements specified below. **JOINT VENTURE / CONSORTIUM BIDS** **(I).** Bids may be submitted by a Joint Venture/Consortium of not more than 2 (two) partners, one of whom must be an Original Equipment Manufacturer (OEM) and the other a non-OEM erection firm. **(II)** Provided that a duly executed Joint Venture/Consortium Agreement as per **Annexure-B (SCC)** shall be submitted by all partners, which shall inter alia contain provisions establishing that all partners of the JV/Consortium shall be jointly and severally liable and responsible for the successful performance of the Contract, including but not limited to completion within the stipulated time, adherence to technical specifications, quality standards, and fulfilment of all contractual obligations. The JV/Consortium Agreement shall explicitly state that each partner assumes full responsibility for the acts, omissions, defaults, and liabilities of the other partner(s), and that GETCO shall be entitled to enforce the Contract against any or all partners individually or collectively at its sole discretion, failing which the bid from the JV/Consortium shall be deemed non-responsive and non-compliant and shall be rejected. Further, and a Joint Deed of

			Undertaking in favour of GETCO as per **Annexure-C (SCC)** jointly signed by the partners of the JV shall also be submitted along with its bid. Suitable Power of Attorney/Board Resolution authorizing the signatories on behalf of each partner shall also be submitted along with the bid. **(III)** The Joint Venture/Consortium shall collectively meet the complete technical experience requirements as specified under **Route-1** in respect of manufacturing (including supply) and erection of 110kV or above voltage class XLPE cables, with each Partner meeting the respective requirements specified below. **(a) OEM Partner Requirements:** One partner of the JV/Consortium must be an Original Equipment Manufacturer (OEM) with experience in design, manufacturing, and supply of the required cables, and must meet the qualifying requirements as per Route-1 (II) (a), as follows: **Supply Experience:** Cumulatively designed, manufactured, type tested and supplied a minimum of 15 km length of 110kV or above voltage class XLPE cable during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries either directly or through subcontractor. Additionally, out of the aforesaid cumulatively supplied length, the OEM partner shall submit satisfactory performance certificate(s) evidencing that a minimum of 5 km length of 110kV or above voltage class XLPE cable has been in satisfactory service for a minimum period of two (2) years as on the date of NIT, issued by the Transmission Utility or major industry. **(b) Erection Partner Requirements:** The other partner of the JV/Consortium must have experience in erection of the required cable systems, as defined under Route-1 (II) (b), as follows: **Erection Experience:** Erected at least 5 Ckm route length cumulatively of 110kV or above voltage class XLPE cables during the last seven (7) years preceding the date of NIT with one or more Transmission Utilities or major industries.

			(IV) Performance: The collective performance requirement shall be considered met if: (a) at least one (1) cable line of 110kV or above voltage class, manufactured and supplied by the OEM Partner, has been in satisfactory operation for not less than one (1) year as on the date of NIT; and (b) at least one (1) cable line of 110kV or above voltage class has been erected by the Erection Partner, as per clause (III)(b) above, and has been in satisfactory operation for not less than one (1) year as on the date of NIT, wherein, the cable line(s) referred to in (a) and (b) above may relate to the same project, i.e., where the cable was manufactured and supplied by the OEM Partner and erected by the Erection Partner, or to different projects, with each partner independently executing its respective scope of supply or erection in its own project. **(V) Documentary Evidence**: The JV bidder and each JV Partner must provide comprehensive documentary evidence in the bid demonstrating their respective qualifying experience: • OEM Partner: Manufacturing credentials, supply certificates, and performance certificates in support of the requirements specified in clause (III)(a) and clause (IV)(a) above ; • Erection Partner: Erection completion certificates and performance certificates in support of the requirements specified in clause (III)(b) and clause (IV)(b) above ; and • Same-project evidence: Where the cable line(s) relied upon under clause (IV) relate to the same project, documentary evidence establishing that the cable on that

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			project was manufactured and supplied by the OEM Partner and erected by the Erection Partner. **Note:** To have clarity to all bidders participating through all above routes i.e. Route-1, Route-2 & Route-3- *"In the event of a Joint Venture (JV) between the OEM and the Agency, the OEM shall be responsible for the supply of cables, while the Agency shall be responsible for cable laying, erection, installation, and related execution activities at site."*----**Bidders past experience will be considered accordingly.** **2.0 FINANCIAL POSITION REQUIREMENTS: -** **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 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. • 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

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			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 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.

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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. Details of Partners / Directors of the Firm / Company. 3. Experience Record and details of orders pending / executed for various utilities 4. 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 7. 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 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**	**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 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

		<u>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.</u> 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.	completion period, without prejudice to any other right that it may have under the Contract or in law, **<u>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</u>**. 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 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.

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 _____________________________

Note:

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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-II

L2 Schedule

SCHEDULED-2A

Sub: Supply, erection, testing & commissioning of 220KV 1Cx1200 Sq.mm,2x(3+0) copper conductor XLPE U/G cable laying LILO from Prop.220KV M/C cable termination tower to 220KV Kanbha GIS from Existing Ranasan Karamsad S/C line with Deer Conductor(Route length:0.300Km U/G).

Tender no: ACE(P&C)/Contracts/SS/E-509/220kV/UG/S&L,E

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

Seal & Signature of Bidder

Annexure-III

SCHEDULED-21

Specification No: ACE(P&C)/Contracts/SS/E-509/220kV/UG/S&L,E

Sub: Supply, erection, testing & commissioning of 220KV 1Cx1200 Sq.mm,2x(3+0) copper conductor XLPE U/G cable laying LILO from Prop.220KV M/C cable termination tower to 220KV Kanbha GIS from Existing Ranasan Karamsad S/C line with Deer Conductor(Route length:0.300Km U/G)..

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:

Seal & Signature of Bidder

Annexure-IV

Under taking

Specification No: ACE(P&C)/Contracts/SS/E-509/220kV/UG/S&L,E

Sub: "Supply, erection, testing & commissioning of 220KV 1Cx1200 Sq.mm,2x(3+0) copper conductor XLPE U/G cable laying LILO from Prop.220KV M/C cable termination tower to 220KV Kanbha GIS from Existing Ranasan Karamsad S/C line with Deer Conductor(Route length:0.300Km U/G).."

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