

**AMENDMENT NO. 1 of Part-I Tender Specification TO THE TENDER SPECIFICATION/ BIDDING DOCUMENTS FOR Design, Engineering, manufacturing, supply, erection, testing & commissioning of ±125 MVAR STATCOM at 220kV Sagapara Substation on Turnkey basis including civil works. TENDER SPECIFICATION NO: ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428**

This Amendment-1 is issued as per the provisions of Clause 7.0 including its sub-clauses, General Conditions of Contract (GCC) forming part of the Tender Specifications/ Bidding Documents, and shall form an integral part of the Tender Specifications/ Bidding Documents as if incorporated in the relevant Part/ Section/ Clause therein as referred to below. In case of any contradiction or inconsistency between the provisions as amended/ introduced through this amendment and the provisions of Tender Specifications/ Bidding Documents, the amended/ introduced provisions as per this amendment shall prevail unless repugnant to the context or meaning.

Sl No.	Part/ Section/ Clause No.	Existing Provision	Amended As
1.	Part –I (GCC)/ General Conditions of Contract/ Clause 12.0 and its sub-clauses	<p><b>12.0 Bid Security/EMD:</b></p> <p>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:</p> <p>a) 50% OR 100% In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Vadodara.</p> <p>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.</p> <p>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</p> <p>The bid guarantee shall be made payable to the Owner without any condition whatsoever.</p> <p>12.3 Any bid not secured in accordance with Para 12.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.</p> <p>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.</p>	<p><b>12.0 Bid Security/EMD:</b></p> <p>12.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of _____ to be paid as under:</p> <p><del>a) 50% OR 100% In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Vadodara.</del></p> <p><del>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.</del></p> <p><b>c) Payment of Earnest Money Deposit (EMD) should be paid either by RTGS / NEFT / Online or Demand draft or Banker's cheque or Pay order or Bank Guarantee.</b></p> <p>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</p> <p>The bid guarantee shall be made payable to the Owner without any condition whatsoever.</p> <p>12.3 Any bid not secured in accordance with Para 12.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.</p> <p>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</p>

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		<p>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.</p> <p>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.</p> <p>12.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee.</p> <p>12.6 The bid guarantee may be forfeited.</p> <p>a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form.</p> <p>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)</p>	<p>12.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract security deposit / performance guarantee.</p> <p>12.6 The bid guarantee may be forfeited.</p> <p>a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:</p> <p>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)</p>
2.	Part –I (GCC)/ General Conditions of Contract/ Clause 47.0 and its sub-clauses	<p><b>47.0 Terms of Payment</b></p> <p>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.</p> <p><b>47.1 For supply</b></p>	<p><b>47.0 Terms of Payment</b></p> <p>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.</p> <p><b>47.1 For Supply</b></p> <p><b>47.1.1 Interest Bearing Advance (Optional*):</b></p>

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			<p>(i) <b>Interest Bearing Advance (Optional*): Ten percent (10%) of the total Ex-works price component of Substation materials</b> 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:</p> <p>(a) Proforma invoice(s),</p> <p>(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 <b>Annexure-I</b> (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),</p> <p>(c) Performance Securities in line with GCC Clause 36.0 including its sub-clause, and</p> <p>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.</p> <p><b>Note:</b> * 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 <b>Annexure-III</b> and shall be deemed to be part of the bidding scheduled referred as <b>SCHEDULED-21</b> to be submitted by the bidder with Technical bid.</p> <p>(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</p>
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			<p>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. 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.</p> <p>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.</p> <p>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</p>
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		<p>submitted tallying the amount with the TDS Certificate.</p> <p>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.</p> <p><b>47.1.2 Progressive Payments</b></p> <p>(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 &amp; I shall be paid from corporate office within 30 days from actual material receipt date mentioned in SR Note after verifying the following documents.</p> <p>A. <b>Tax invoice.</b> B. Delivery challan. C. Endorsed RR / LR copy. D. Dispatch clearance certificate / letter wherever applicable. E. <b>E Way Bill, if applicable</b></p> <p>(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.</p> <p>(iii) Balance 10% 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</p>	<p>(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 &amp; I shall be paid from corporate office within 30 days from actual material receipt date mentioned in SR Note after verifying the following documents.</p> <p>A. <b>Tax invoice.</b> B. Delivery challan. C. Endorsed RR / LR copy. D. Dispatch clearance certificate / letter wherever applicable. E. <b>E Way Bill, if applicable</b></p> <p>(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.</p> <p>(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</p>
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	<p>job and will be released only after passing of final bill.</p> <p>(iv) <b>Welfare Cess</b></p> <p>The modality of payment/ reimbursement of welfare cess will be as under.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.</li> </ul>	<p>submission of an unconditional &amp; 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 scheduled date of completion of testing &amp; 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 &amp; 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.</p> <p>(iv) <b>Welfare Cess</b></p> <p>The modality of payment/ reimbursement of welfare cess will be as under.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.</li> </ul>
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		<p><b>47.2 For Erection and Civil works.</b></p>	<p><b>47.2 For Erection and Civil works.</b></p> <p><b>47.2.1 A. Interest Bearing Initial Advance (Optional ^^) Ten percent (10%) at the rate of interest as per</b></p> <p><b>47.2.1 A.1 1st Installment of 05% (Five)</b> 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:</p> <p>(a) Proforma invoice,</p> <p>(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 <b>Annexure-I</b> (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),</p> <p>(c) Performance Securities in line with GCC Clause 36.0 including its sub-clause.</p> <p><b>47.2.1. A.2 2<sup>nd</sup> Installment of 05% (Five)^^</b> of the total Installation price component shall be paid on start of equipment erection &amp; certification of the same by Project Manager and on submission of the following:</p> <p>(a) Proforma invoice(s),</p> <p>(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 <b>Annexure-I</b> (The guarantee shall be initially valid up to 90 days after the Time of Completion and shall be reduced at</p>
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			<p>the end of every Quarter prorata to the advance adjusted),</p> <p>(c) Performance Securities in line with GCC Clause 36.0 including its sub-clause, and</p> <p>(d) A declaration by the Contractor stating that 1st Installation (5%) of advance has been utilized against the mobilization works for the subject contract.</p> <p>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.</p> <p>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.</p> <p><b>Note:</b> ^^ 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 <b>Annexure-III</b> and shall be deemed to be part of the bidding scheduled referred as <b>SCHEDULE-21</b> to be submitted by the bidder with Technical bid.</p> <p><b>Note:</b> After release of various advances, the rate of recovery of the advance shall be re-adjusted.</p> <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents as per</p>
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		<p>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 &amp; A.2 above shall not be payable.</p> <p>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.</p> <p><b>47.2.1 A.3.</b> 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 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.</p> <p>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,</p>
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		<p>Project, etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.</p> <p>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.</p> <p><b>47.2.2 (i)</b> (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 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.</p> <p>(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.</p> <p>(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.</p> <p>(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.</p>	<p>(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.</p>
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		<p>(iv) <b>Welfare Cess</b></p> <p>The modality of payment/ reimbursement of welfare cess will be as under.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.</li> </ul>	<p>(iv) <b>Welfare Cess</b></p> <p>The modality of payment/ reimbursement of welfare cess will be as under.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.</li> </ul>
3.	Part –I (SCC)/ Special Conditions of Contract/ Clause 2.0	<p><b>2.0 Tender Fee</b></p> <ul style="list-style-type: none"> <li>• 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).</li> </ul>	<p><b>2.0 Tender Fee</b></p> <ul style="list-style-type: none"> <li>• The tender fee plus GST as applicable specified in notice inviting tender is payable by <del>Demand Draft (DD) at Vadodara drawn on any Scheduled Bank in favour of Gujarat Energy Transmission Corporation Ltd.</del> The same will be furnished in Cover with EMD (Bid Security).</li> <li>• <b>Payment of Tender Fees can be accepted by RTGS / NEFT/Online only.</b></li> </ul>

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4.	Part –I (SCC)/ Special Conditions of Contract/ Clause 5.0 and its sub- clauses	<p><b>5.0 QUALIFYING REQUIREMENT</b></p> <p><b>FINANCIAL CRITERIA:</b></p> <p><b>Minimum Annual Turnover (MAT) for best three individual years out of last five financial years shall not be less than the estimated amount of this tender.</b></p>	<p><b>3. QUALIFYING REQUIREMENT</b></p> <p><b>FINANCIAL CRITERIA:</b></p> <p><b>1. Net Worth:</b> Bidder's Networth for last Financial Year should be positive including all JV Partners.</p> <p>Note:- Net Worth is defined as paid-up share capital + share application money pending allotment + reserves &amp; surplus (excluding revaluation reserves, write-back of depreciation/amalgamation reserves) less accumulated losses and deferred 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 only</p> <p><b>2. Turnover: (For Route 1 to 3)</b> The Bidder's Minimum Average Annual Turnover (MAAT) for the best three (3) years out of the last five (5) financial years shall not be less than 50% of the estimated cost of this tender.</p> <p><b>(For Route - 4)</b> 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 &amp; 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 only (excluding GST and other income) as stated in Financial statement of the bidder.</p> <p><b>3. Liquid Assets: (For Route 1 to 3)</b> Bidder's liquid assets as per the last financial year shall not be less than 20% of the estimated cost of the tender.</p> <p><b>(For Route - 4)</b> 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</p>
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		<p>other partners shall be at least 7% of estimated cost of tender.</p> <p>Note: - Liquid Assets is defined as Current Assets less inventories.</p> <p>To establish satisfaction of financial criteria, the Bidder shall submit</p> <ul style="list-style-type: none"> <li>▪ Chartered Accountant's Certificate with valid UDIN Number, failing which certificate shall not be considered for the purpose of evaluation</li> <li>▪ Audited Balance Sheet and Profit &amp; Loss Account with all schedules and Auditor's Report for the preceding five (5) financial years</li> <li>▪ If the last financial year's closing date was within 6 months prior to bid due date and audited Balance Sheet and Profit &amp; 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. Otherwise, it is compulsory to submit the financial details of immediately preceding five financial years.</li> <li>▪ 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).</li> <li>▪ 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 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.</li> </ul> <p>4. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.</p>
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		Submission of all tender documents /Formats duly signed by the company Authorised signatory	Submission of scan copy of all tender documents / Formats duly signed by the company Authorised signatory.
		<b>Guarantee period.</b>	24 months from date of commissioning complete project.
		<b>Time limit for completion of Project</b>	24 months from date of LOA.
5.	Part –I (SCC)/ Special Conditions of Contract/ Clause 6.0 and its sub-clauses	<b>6.0 Additional Documents:</b>  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: <ol style="list-style-type: none"> <li>1. GST Registration No. date/ issuing authority.</li> <li>2. Regn. No. under Shops &amp; Estt. Act/ issuing authority</li> <li>3. Details of Partners/Directors of the Firm/Company.</li> <li>4. Experience Record and details of orders pending / executed for various utilities</li> <li>5. Last five years Audited Accounts</li> <li>6. Detail of Manufacturing /Fabrication facilities if applicable</li> <li>7. Factory Registration/license details if applicable</li> <li>8. Solvency certificate from Bank (up to 20 % of Bid value)</li> </ol>	<b>6.0 Additional Documents:</b>  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: <ol style="list-style-type: none"> <li>1. GST Registration No. date/ issuing authority.</li> <li>2. Regn. No. under Shops &amp; Estt. Act/ issuing authority</li> <li>3. Details of Partners/Directors of the Firm/Company.</li> <li>4. Experience Record and details of orders pending / executed for various utilities</li> <li>5. Last five years Audited Accounts</li> <li>6. Detail of Manufacturing /Fabrication facilities if applicable</li> <li>7. Factory Registration/license details if applicable</li> </ol>
6.	Part –I (SCC)/ Special Conditions of Contract/ Clause 41.0 and its sub-clauses	<b>41.0 PENALTY FOR DELAY:</b>  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	<b>41.0 LIQUIDATED DAMAGES (LD) FOR DELAY:</b>  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

**Seal & Signature of Bidder**

	<p>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.</p> <p>41.3 In event of failure of the Contractor to pay the amount of Penalty as demanded, <b><u>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, MGVL, DGVCL, PGVCL, UGCVL.</u></b> 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.</p>	<p>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.</p> <p>41.3 In cases where the Completion of the works/ along with supplies extend beyond the contractual completion period, without prejudice to any other right that it may have under the Contract or in law, <b><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, MGVL, DGVCL, PGVCL, UGCVL.</u></b> 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.</p> <p>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</p>
--	---	--

**Seal & Signature of Bidder**

			<p>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.</p>
--	--	--	---

**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) .....,

**Seal & Signature of Bidder**



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 \_\_\_\_\_

**Seal & Signature of Bidder**

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)/Contract/220KV SAGAPARA STATCOM/E-428**

**Sub:** Design, Engineering, manufacturing, supply, erection, testing & commissioning of  $\pm 125$  MVAR STATCOM at 220kV Sagapara Substation on Turnkey basis including civil works.

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

To,  
Addl. 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 (For Erection/Civil) provided in Amendment-I of the Bidding Documents, we hereby confirm to opt the following:

**Interest Bearing Initial Advance:**

<b>Supply Portion: (Ref GCC 47.1.1)</b>	*
<b>Erection Portion: (Ref GCC 47.2.1A)</b>	*
<b>Civil Portion: (Ref GCC 47.2.1A)</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)/Contract/220KV SAGAPARA STATCOM/E-428**

**Sub: Design, Engineering, manufacturing, supply, erection, testing & commissioning of  $\pm 125$  MVAR STATCOM at 220kV Sagapara Substation on Turnkey basis including civil works**

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**

## **Annexure-II**

### **L2 Schedule**

#### **SCHEDULED-2A**

**Sub:** Design, Engineering, manufacturing, supply, erection, testing & commissioning of  $\pm 125$  MVAR STATCOM at 220kV Sagapara Substation on Turnkey basis including civil works.

Tender no: **ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428**

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

**Seal & Signature of Bidder**

**PRESCRIBED FORMAT — CONFIRMATION LETTER FOR ADDITIONAL ONE-YEAR DEFECT LIABILITY**

\*(To be submitted on the letterhead of the Bidder / Lead Partner, along with the Technical Bid)\*

*[Applicable to Bidders qualifying under Route-1(a)(ii) of the Qualifying Requirements]*

To,

The Addl. Chief Engg. (P&C),  
Gujarat Energy Transmission Corporation Limited (GETCO),  
Sardar Patel Vidyut Bhavan, Race Course,  
Vadodara – 390 007, Gujarat, India.

**Subject:** Confirmation of Additional One-Year Defect Liability — Tender Specification No. **ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428** — Route-1(a)(ii)

Dear Sir / Madam,

We, **M/s.** ..... [Insert name and registered address of Bidder / Lead Partner], having submitted our Bid dated ..... in response to the above Tender Specification, hereby confirm as follows:

1. We are qualifying under **Route-1(a)(ii)** of the Qualifying Requirements for the above Tender on the basis of a STATCOM project commissioned in India and in satisfactory operation for at least one (1) year as on the date of NIT, particulars of which are provided in our Qualification Data submitted with the Technical Bid.
2. Pursuant to the requirement of Route-1(a)(ii) of the Qualifying Requirements, we hereby unconditionally and irrevocably confirm that in the event of award of the Contract to us, we shall provide an **additional Defect Liability Period of one (1) year** over and above the Defect Liability / Warranty Period specified in the Bidding Documents / Contract, at no additional cost to the Employer.
3. This additional one-year Defect Liability Period shall be on the same terms and conditions as the standard Defect Liability Period under the Contract, including the obligations of repair, replacement and performance rectification.
4. This Confirmation Letter forms part of our Bid and, in the event of award, shall form part of the Contract documents.

Yours faithfully,

Signature:	Date:
Name:	Place:
Designation:	
For and on behalf of: _	
M/s.	

*[Note: This Confirmation Letter must be signed by an authorised signatory of the Bidder / Lead Partner. A Board Resolution / Power of Attorney confirming the authority of the signatory must be enclosed.]*

**Seal & Signature of Bidder**

## **PREScribed GUIDANCE FORMAT — SATISFACTORY OPERATION CERTIFICATE**

\*(To be issued by the Employer / Owner of the referenced STATCOM / SVC / Shunt Compensation project on its official letterhead) \*

*[Applicable to all Routes under the Qualifying Requirements requiring demonstration of satisfactory operation of a referenced project]*

---

### **[On the Official Letterhead of the Employer / Owner of the Referenced Project]**

Certificate No.: ..... Date: .....

### **CERTIFICATE OF SATISFACTORY OPERATION**

This is to certify that:

#### **1. Project Details**

<b>Particulars</b>	<b>Details</b>
--------------------	----------------

Name of Project / Substation	
------------------------------	--

Location (State / Country)	
----------------------------	--

Owner / Employer of the Project	
---------------------------------	--

Type of Equipment (STATCOM / SVC / other)	
---	--

Rated Capacity (MVAR)	
-----------------------	--

Nominal Voltage Level (kV)	
----------------------------	--

Name of Contractor / Supplier	
-------------------------------	--

Contract / Purchase Order No. and Date	
--	--

Date of Commissioning / Commercial Operation	
--	--

Date of Completion of Defect Liability / Warranty Period (if applicable)	
--	--

#### **2. Certificate of Satisfactory Operation**

The above equipment / system has been in **satisfactory operation** since the date of commissioning stated above. As on the date of this Certificate, the equipment / system is operating satisfactorily and **no adverse remark** is outstanding against the Contractor / Supplier with respect to the design, supply, erection, testing, commissioning or performance of the said equipment / system.

**Seal & Signature of Bidder**

**3.** This Certificate is issued at the request of **M/s.** .....  
[Name of Contractor / Supplier] for the purpose of submission in response to a tender / bid  
and for no other purpose.

---

Signature:

Date:

Name:

Place:

Designation:

Official Seal: \_

For and on behalf of: \_

[Name of Employer / Owner Organisation]

Address:

Contact No. / Email: \_

---

*[Notes for Guidance — to be incorporated in Tender Documents alongside this format:]*

*Note (i): This is a guidance format. Certificates issued by employers / owners in their own customary form shall be acceptable provided they contain, at a minimum, all the information specified in the table at paragraph 1 above and the declaration at paragraph 2 above.*

*Note (ii): The certificate must be issued by the employer / owner of the referenced project and not by the Bidder / Contractor itself.*

*Note (iii): Where the referenced project is located outside India, the certificate must be accompanied by an English translation duly authenticated by a sworn translator or by the Indian Embassy / High Commission in the relevant country, if the original is not in English.*

*Note (iv): Certificates that do not contain the rated MVAR capacity and nominal voltage level of the equipment, the date of commissioning, and a clear statement that no adverse remark is outstanding shall not be treated as meeting the QR requirement of satisfactory operation.*

**Seal & Signature of Bidder**



## ANNEXURE 1A — FORMAT 1A

### FORM OF JOINT DEED OF UNDERTAKING

#### BY COLLABORATOR / PARENT / PRINCIPAL/ GROUP COMPANY ALONG WITH BIDDER / MANUFACTURER / CONTRACTOR

[Applicable to Bidders Qualifying through Route-1(b)(ii) or Route-2 of the Qualifying Requirements for **E-428** Tender, where the Bidder is itself the Manufacturer / Assembler of STATCOM Valves and associated Control and Protection from its works in India, based on the technological support of the Collaborator / Parent / Principal/ Group Company]

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT RELEVANT TO THE PLACE OF EXECUTION, DULY SIGNED ON EACH PAGE BY THE AUTHORISED REPRESENTATIVES OF BOTH PARTIES. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY OF INCORPORATION AND IN ADDITION TO GET THE DEED ATTESTED BY THE INDIAN EMBASSY / HIGH COMMISSION IN THAT COUNTRY.)*

THIS DEED OF UNDERTAKING executed this ..... day of ..... Two Thousand and ..... by:

#### FIRST PARTY (Collaborator / Parent / Principal/ Group Company):

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

(hereinafter called the "**Collaborator / Parent / Principal/ Group Company**", which expression shall include its successors, administrators, executors and permitted assigns)

**AND**

#### SECOND PARTY (Bidder / Manufacturer / Contractor):

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

(hereinafter called the "**Bidder / Manufacturer / Contractor**", which expression shall include its successors, administrators, executors and permitted assigns)

#### IN FAVOUR OF:

**Gujarat Energy Transmission Corporation Limited (GETCO)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat, India (hereinafter called the "**Employer**", which expression shall include its successors, administrators, executors and permitted assigns)

#### RECITALS

**WHEREAS** the Employer has invited Bids as per its Tender Specification No. [**E-428** / \_\_\_\_\_] for Design, Engineering, Manufacturing, Supply, Erection, Testing and

**Seal & Signature of Bidder**

Commissioning of  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey Basis including Civil Works (hereinafter referred to as the "**Project**");

**AND WHEREAS** Clause No. .... (Route-[**1(b)(ii)** / **2**]) (*strike out whichever is not applicable*) of the Qualifying Requirements specified in Section ..... — Part-I forming part of the Bidding Documents for **E-428** Tender, inter-alia stipulates that the Bidder / Manufacturer / Contractor, together with its Collaborator / Parent / Principal/ Group Company, must jointly meet the Qualifying Requirements for the **STATCOM Valves and associated Control and Protection** (*hereinafter referred to as "the Equipment"*)\* and be **jointly and severally** responsible for the successful performance of the Equipment in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract;

**AND WHEREAS** the Bidder / Manufacturer / Contractor has submitted its Bid to the Employer vide Proposal No. .... dated ..... based on the technological support and collaboration of the Collaborator / Parent / Principal/ Group Company with the Bidder / Manufacturer / Contractor for this **E-428** Tender;

## **NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:**

### **1.0 JOINT AND SEVERAL RESPONSIBILITY**

In consideration of the award of Contract by the Employer to the Bidder / Manufacturer / Contractor (hereinafter referred to as the "**Contract**"), we, the Collaborator / Parent / Principal/ Group Company and the Bidder / Manufacturer / Contractor, do hereby jointly and severally declare and undertake that we shall be **jointly and severally bound** unto the Employer for the successful performance of the Equipment and shall be fully responsible for the design, engineering, manufacture (including assembly and testing at works), type testing, routine testing, supply on FOR-destination basis (delivery at Site), supervision of unloading at Site, storage, erection, pre-commissioning, testing, commissioning and successful performance of the Equipment throughout the Defect Liability / Guarantee Period, all in accordance with the Contract Specifications and the requirements of the **E-428** Tender.

### **2.0 TECHNICAL SUPPORT AND TECHNOLOGY TRANSFER**

Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator / Parent / Principal/ Group Company in particular hereby undertakes and agrees to:

(i) Maintain a valid technology transfer / technical collaboration agreement, including licence to manufacture and supply from India, between the Collaborator / Parent / Principal/ Group Company (the technology provider) and the Bidder / Manufacturer / Contractor, covering the type, rating and configuration of the Equipment specified in the **E-428** Tender, valid at least up to the end of the Defect Liability / Guarantee Period applicable to the Equipment under the Contract. The technology transfer agreement shall cover the complete transfer of technological know-how for the Equipment, including transfer of design dossiers, design software, drawings and documentation, quality system manuals, and imparting relevant training to the personnel of the Bidder / Manufacturer / Contractor.

The Collaborator / Parent / Principal/ Group Company confirms that it has an ongoing technology transfer / collaboration agreement with the Bidder / Manufacturer / Contractor, or has had such an agreement in the past, and that a valid agreement covering the type, rating and configuration of the Equipment will be in place and maintained throughout the Contract period up to the end of the Defect Liability / Guarantee Period. A copy of the current valid technology transfer / collaboration agreement shall be submitted along with the Bid and updated copies shall be furnished to the Employer upon request during the Contract period.

**Seal & Signature of Bidder**

(ii) Depute its technical experts from time to time to the Bidder's / Manufacturer's / Contractor's works and / or the Employer's Project site, as mutually agreed between the Employer, the Bidder / Manufacturer / Contractor and the Collaborator / Parent / Principal/ Group Company, to ensure proper design, engineering, manufacture (including assembly), testing, supply, transportation and delivery at Site, supervision of unloading at Site, storage, erection, pre-commissioning, testing, commissioning and successful performance of the Equipment in accordance with the Contract Specifications and the performance guarantees stipulated therein.

- (i) Advise the Bidder / Manufacturer / Contractor on suitable modifications of designs and implement necessary corrective measures wherever required, to discharge all obligations under the Contract and to ensure that the Equipment fully meets the performance guarantees, reliability requirements and technical specifications of the E-428 Tender.

### 3.0 GOVERNING LAW AND JURISDICTION

**3.1** This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India.

**3.2** The Courts of Vadodara, Gujarat, India shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking, consistent with the governing law and jurisdiction provisions of the Contract awarded under E-428 Tender.

**3.3** Any disputes arising under this Deed of Undertaking or the Contract that are required to be referred to arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as amended from time to time), with the seat of arbitration at Vadodara, Gujarat, India, as specified in the Contract.

### 4.0 IRREVOCABILITY AND INTEGRATION WITH CONTRACT

**4.1** We, the Collaborator / Parent / Principal/ Group Company and the Bidder / Manufacturer / Contractor, jointly and severally agree that this Deed of Undertaking shall be irrevocable and shall form an integral part of the Contract awarded under the E-428 Tender, with the same force and effect as if incorporated in the body of the Contract.

**4.2** This Deed of Undertaking shall continue to be enforceable and binding upon all parties hereto until the Employer formally discharges it in writing. The Employer's obligation to discharge this Deed shall arise upon satisfaction of all of the following conditions:

- (a) Successful commissioning of the Equipment in accordance with the Contract Specifications;
- (b) Expiry of the full Defect Liability / Guarantee Period applicable to the Equipment and issuance of the Final Acceptance Certificate by the Employer;
- (c) Settlement of all claims, counter-claims and disputes, if any, in respect of the Equipment arising under the Contract; and
- (d) Release and return or cancellation of all Bank Guarantees and other securities furnished in connection with the Contract.

**Seal & Signature of Bidder**

**4.3** This Deed of Undertaking shall become operative from the **Effective Date of the Contract** as defined in the **E-428** Tender, and shall remain in full force and effect until discharged by the Employer as set out in Clause 4.2 above.

**4.4** No amendment, modification, waiver, substitution or discharge of this Deed of Undertaking shall be valid or binding upon the Employer unless specifically agreed to in writing and signed by the Employer.

**IN WITNESS WHEREOF**

the Collaborator / Parent / Principal/ Group Company and the Bidder / Manufacturer / Contractor have, through their duly authorised representatives, executed these presents and affixed the Common Seal of their respective Companies on the day, month and year first above written.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE FIRST PARTY:**

**[Name of Collaborator / Parent / Principal/ Group Company]**

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ _____	<b>Name:</b> _____ _____
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ _____	<b>Date:</b> _____ _____
<b>Place:</b> _____ _____	<b>Place:</b> _____ _____
<b>Common Seal of the Company</b>	

*(Two columns are provided for companies requiring joint execution by two authorised signatories. See Note 7.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**Seal & Signature of Bidder**

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE SECOND PARTY:****[Name of Bidder / Manufacturer / Contractor]**

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ _____	<b>Name:</b> _____ _____
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ _____	<b>Date:</b> _____ _____
<b>Place:</b> _____ _____	<b>Place:</b> _____ _____
<b>Common Seal of the Company</b>	

*(Two columns are provided for companies requiring joint execution by two authorised signatories. See Note 7.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**NOTES****Note 1 — Applicability: Format 1A vs. Other Formats**

This Format 1A applies **only** where the Bidder is itself the Manufacturer / Assembler of the STATCOM Valves and associated Control and Protection from its works in India and is qualifying through Route-1(b)(ii) or Route-2 of the **E-428** QR. Where the Bidder is a non-OEM EPC Contractor qualifying through Route-3 (i.e., the Bidder is not itself the STATCOM Valve Manufacturer but is relying on a separately identified Indian STATCOM Valve Manufacturer), **this Format 1A does not apply**. Such Bidders shall submit Format 2 (Joint Deed between the STATCOM Valve Manufacturer and the Bidder / EPC Contractor) and, where the identified STATCOM Valve Manufacturer itself qualifies through Route-1(b)(ii) or

**Seal & Signature of Bidder**

Route-2, also Format 1B (Three-Party Joint Deed). Route-4 (JV Bid) formats are separately provided and this Format 1A is not applicable to Route-4 Bidders.

### **Note 2 — Identification of the Qualifying Route**

In the second Recital (AND WHEREAS), the Bidder shall retain only the applicable route designation — "Route-1(b)(ii)" or "Route-2" — and strike out the other. This shall indicate, for the purposes of the Contract records, the specific provision of the QR under which the Bid has been submitted and under which this Deed is executed.

### **Note 3 — Equipment Description**

The expression "Equipment" as used throughout this Deed of Undertaking refers to:

**STATCOM Valves and associated Control and Protection** to be designed, manufactured / assembled, tested, supplied, erected, tested, commissioned and maintained by the Bidder / Manufacturer / Contractor from its Indian works, for the **±125 MVAR STATCOM at 220kV SAGAPARA Substation** under the Contract based on the technological support and collaboration of the Collaborator / Parent / Principal/ Group Company.

### **Note 4 — Stamp Paper Requirements**

Non-judicial stamp paper of appropriate value shall be purchased in the name of the executant(s) as per the Stamp Act applicable to the place of execution. The stamp paper shall not be older than six (6) months from the date of purchase. The AT number and date of the stamp paper shall be clearly visible / reproduced on every page. Where the Deed is executed by a foreign entity (Collaborator / Parent / Principal/ Group Company), the laws applicable in that entity's country of incorporation in respect of the execution of deeds shall be complied with.

### **Note 5 — Submission Requirements**

This Deed of Undertaking, duly certified by the Company Secretary of each executing party, shall be submitted **along with the Bid**. In addition, the Deed attested by a Notary Public at the place(s) of the respective executant(s) — or, in the case of a foreign entity, registered with the Indian Embassy / High Commission in that country — shall be submitted by the Bidder within **ten (10) days** from the date of intimation of award of Contract, as directed by the Employer. The Deed shall be signed on **all pages** by the authorised representatives of both parties and shall invariably be witnessed.

### **Note 6 — Board Resolution / Power of Attorney**

The Deed of Undertaking shall be accompanied by Board Resolutions and / or duly executed Powers of Attorney, as applicable, evidencing the authority of each signatory to execute this Deed on behalf of the respective company. Originals or notarised copies of such documents shall be furnished along with the Bid.

### **Note 7 — Two-Column Signature Block**

The signature block for each party provides two columns to accommodate cases where a company's Board Resolution, Power of Attorney or internal authorisation requires execution of deeds by two authorised signatories jointly. Where a single authorised representative is duly empowered to execute this Deed on behalf of the company, signature by that one representative alone, supported by the relevant Board Resolution / Power of Attorney, shall be valid and sufficient; the unused column may be left blank in such cases.

**Seal & Signature of Bidder**

## ANNEXURE 1B — FORMAT 1B

### FORM OF JOINT DEED OF UNDERTAKING

**BY COLLABORATOR / PARENT / PRINCIPAL / GROUP COMPANY OF THE STATCOM VALVE MANUFACTURER ALONG WITH THE STATCOM VALVE MANUFACTURER AND THE BIDDER / EPC CONTRACTOR**

[Applicable under the Compound Route-3 Scenario — where the Bidder is a non-OEM EPC Contractor qualifying through Route-3 of the Qualifying Requirements for **E-428** Tender, and the identified STATCOM Valve Manufacturer offered by the Bidder itself qualifies through Route-1(b)(ii) or Route-2 of the Qualifying Requirements (i.e., the STATCOM Valve Manufacturer has its own Collaborator / Parent / Principal / Group Company support)]

[This Format 1B is required to be submitted in addition to, and not in substitution of, Format 2 (Joint Deed of Undertaking between the STATCOM Valve Manufacturer and the Bidder / EPC Contractor). Both formats are to be submitted simultaneously with the Bid.]

[Where the STATCOM Valve Manufacturer qualifies through Route-1(a) independently (i.e., without the support of a Collaborator / Parent / Principal / Group Company), this Format 1B is NOT applicable. In that case, only Format 2 is required.]

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT RELEVANT TO THE PLACE OF EXECUTION, DULY SIGNED ON EACH PAGE BY THE AUTHORISED REPRESENTATIVES OF ALL THREE PARTIES. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY OF INCORPORATION AND IN ADDITION TO GET THE DEED ATTESTED BY THE INDIAN EMBASSY / HIGH COMMISSION IN THAT COUNTRY.)*

THIS DEED OF UNDERTAKING executed this ..... day of ..... Two Thousand and ..... by:

**FIRST PARTY (Collaborator / Parent / Principal / Group Company of the STATCOM Valve Manufacturer):**

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

(hereinafter called the "**Collaborator / Parent / Principal / Group Company**", which expression shall include its successors, administrators, executors and permitted assigns)

**AND**

**SECOND PARTY (STATCOM Valve Manufacturer):**

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

(hereinafter called the "**STATCOM Valve Manufacturer**", which expression shall include its successors, administrators, executors and permitted assigns)

**AND**

**Seal & Signature of Bidder**



**THIRD PARTY (Bidder / EPC Contractor):**

M/s. ...., a Company incorporated under the laws of  
..... and having its Registered Office at  
.....

(hereinafter called the "**Bidder / EPC Contractor**", which expression shall include its successors, administrators, executors and permitted assigns)

**IN FAVOUR OF:**

**Gujarat Energy Transmission Corporation Limited (GETCO)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat, India (hereinafter called the "**Employer**", which expression shall include its successors, administrators, executors and permitted assigns)

**RECITALS**

**WHEREAS** the Employer has invited Bids as per its Tender Specification No. [**E-428 /** .....] for Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of ±125 MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey Basis including Civil Works (hereinafter referred to as the "**Project**");

**AND WHEREAS** Clause No. .... (Route-3) of the Qualifying Requirements specified in Section ..... — Part-I forming part of the Bidding Documents for **E-428** Tender, inter-alia stipulates that where the Bidder / EPC Contractor is not itself the STATCOM Valve Manufacturer, the STATCOM Valves and associated Control and Protection (*hereinafter referred to as "the Equipment"*)\* shall be offered from an identified Indian Manufacturer who has established manufacturing / assembling and testing facilities in India for STATCOM Valves and who meets the requirements of Route-1 or Route-2 of the Qualifying Requirements, and such identified Manufacturer shall submit a legally enforceable undertaking jointly with the Bidder / EPC Contractor guaranteeing quality, timely supply, commissioning, performance and warranty obligations for the Equipment, and shall also furnish a Performance Bank Guarantee of 5% (five percent) of the total Contract price;

**AND WHEREAS** the Bidder / EPC Contractor, in response to the aforesaid requirement under Route-3, has proposed to offer the Equipment from the STATCOM Valve Manufacturer named herein as the Second Party, who has established manufacturing / assembling and testing facilities in India for STATCOM Valves and who qualifies under Route-**[1(b)(ii) / 2]** (*strike out whichever is not applicable*) of the Qualifying Requirements for **E-428** Tender, based on the technological support of the Collaborator / Parent / Principal / Group Company named herein as the First Party;

**AND WHEREAS** the Bidder / EPC Contractor has submitted its Bid to the Employer vide Proposal No. .... dated ..... proposing to supply the Equipment through the STATCOM Valve Manufacturer named herein, based on the aforesaid arrangement;

**AND WHEREAS** a separate Joint Deed of Undertaking between the STATCOM Valve Manufacturer and the Bidder / EPC Contractor has been executed as per Format 2 of the **E-428** Tender and is being submitted simultaneously with this Deed;

**AND WHEREAS** the Collaborator / Parent / Principal / Group Company, the STATCOM Valve Manufacturer and the Bidder / EPC Contractor now jointly execute this Deed of Undertaking in favour of the Employer as required under the Qualifying Requirements for **E-428** Tender;

**Seal & Signature of Bidder**



**NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:**

## **1.0 SCOPE AND STRUCTURE OF THIS UNDERTAKING**

**1.1** This Deed of Undertaking is a **three-party instrument** executed jointly by the Collaborator / Parent / Principal / Group Company, the STATCOM Valve Manufacturer and the Bidder / EPC Contractor in favour of the Employer. It is to be read and construed **together with** the Joint Deed of Undertaking between the STATCOM Valve Manufacturer and the Bidder / EPC Contractor executed as per Format 2 of the **E-428** Tender (hereinafter referred to as the "**Format 2 JDU**"), which is submitted simultaneously with this Deed.

**1.2** This Deed governs and records the obligations and undertakings of the Collaborator / Parent / Principal / Group Company in relation to the STATCOM Valve Manufacturer and, through it, to the Employer and the Bidder / EPC Contractor, in respect of the Equipment to be manufactured / assembled, tested and supplied by the STATCOM Valve Manufacturer under the Contract.

**1.3** Nothing in this Deed shall be construed to limit, restrict or override the obligations of the Bidder / EPC Contractor towards the Employer as the contracting party under the Contract and under the Format 2 JDU. The Bidder / EPC Contractor remains fully and primarily responsible to the Employer for all obligations under the Contract, including those in respect of the Equipment.

## **2.0 JOINT AND SEVERAL RESPONSIBILITY**

**2.1** In consideration of the award of Contract by the Employer to the Bidder / EPC Contractor (hereinafter referred to as the "**Contract**"), we, the Collaborator / Parent / Principal / Group Company and the STATCOM Valve Manufacturer, along with the Bidder / EPC Contractor, do hereby **jointly and severally** declare and undertake that we shall be **jointly and severally bound** unto the Employer for the successful performance of the Equipment and shall be fully responsible for the basic design, engineering, manufacture (including assembly and testing at works), type testing, routine testing, supply on FOR-destination basis (delivery at Site), supervision of unloading at Site, storage and successful performance of the Equipment throughout the Defect Liability / Guarantee Period, all in accordance with the Contract Specifications and the requirements of the **E-428** Tender.

**2.2** Without prejudice to the joint and several responsibility assumed in Clause 2.1 above, the Bidder / EPC Contractor, as the party contracting directly with the Employer, affirms that it remains fully and primarily responsible to the Employer for all contractual obligations including the performance of the Equipment, and that this Deed constitutes an additional layer of assurance to the Employer and shall not be construed to limit or substitute any of the Bidder / EPC Contractor's obligations under the Contract or under the Format 2 JDU.

## **3.0 TECHNICAL SUPPORT AND TECHNOLOGY TRANSFER**

Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the **Collaborator / Parent / Principal / Group Company** in particular hereby undertakes and agrees to:

(i) Maintain a valid technology transfer / technical collaboration agreement, including licence to manufacture and supply from India, between the Collaborator / Parent / Principal / Group Company (the technology provider) and the **STATCOM Valve Manufacturer**, covering the type, rating and configuration of the Equipment specified in the **E-428** Tender, valid at least up to the end of the Defect Liability / Guarantee Period applicable to the Equipment under the Contract. The technology transfer agreement shall cover the complete transfer of technological know-how for the Equipment, including transfer of design dossiers, design software, drawings and documentation, quality system manuals, and imparting relevant training to the personnel of the STATCOM Valve Manufacturer.

**Seal & Signature of Bidder**

The Collaborator / Parent / Principal / Group Company confirms that it has an ongoing technology transfer / collaboration agreement with the STATCOM Valve Manufacturer, or has had such an agreement in the past, and that a valid agreement covering the type, rating and configuration of the Equipment will be in place and maintained throughout the Contract period up to the end of the Defect Liability / Guarantee Period. A copy of the current valid technology transfer / collaboration agreement shall be submitted along with the Bid and updated copies shall be furnished to the Employer upon request during the Contract period.

(ii) Depute its technical experts from time to time to the STATCOM Valve Manufacturer's works and / or the Employer's Project site, as mutually agreed between the Employer, the Bidder / EPC Contractor, the STATCOM Valve Manufacturer and the Collaborator / Parent / Principal / Group Company, to ensure proper basic design, engineering, manufacture (including assembly), testing, supply, transportation and delivery at Site, supervision of unloading at Site, storage, and successful performance of the Equipment in accordance with the Contract Specifications and the performance guarantees stipulated therein.

(iii) Advise the STATCOM Valve Manufacturer on suitable modifications of designs and implement necessary corrective measures wherever required, to discharge all obligations under the Contract and to ensure that the Equipment fully meets the performance guarantees, reliability requirements and technical specifications of the E-428 Tender.

#### **4.0 GOVERNING LAW AND JURISDICTION**

**4.1** This Deed of Undertaking shall be construed and interpreted in accordance with the **laws of India**.

**4.2** The **Courts of Vadodara, Gujarat, India** shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking, consistent with the governing law and jurisdiction provisions of the Contract awarded under E-428 Tender.

**4.3** Any disputes arising under this Deed of Undertaking or the Contract that are required to be referred to arbitration shall be governed by the **Arbitration and Conciliation Act, 1996 (as amended from time to time)**, with the seat of arbitration at **Vadodara, Gujarat, India**, as specified in the Contract.

#### **5.0 IRREVOCABILITY AND INTEGRATION WITH CONTRACT**

**5.1** The Collaborator / Parent / Principal / Group Company, the STATCOM Valve Manufacturer and the Bidder / EPC Contractor jointly and severally agree that this Deed of Undertaking shall be **irrevocable** and shall form an **integral part** of the Contract awarded under E-428 Tender, with the same force and effect as if incorporated in the body of the Contract.

**5.2** This Deed of Undertaking shall continue to be enforceable and binding upon all parties hereto until the Employer formally discharges it in writing. The Employer's obligation to discharge this Deed shall arise upon satisfaction of all of the following conditions:

- (a) Successful commissioning of the Equipment in accordance with the Contract Specifications;
- (b) Expiry of the full Defect Liability / Guarantee Period applicable to the Equipment and issuance of the Final Acceptance Certificate by the Employer;
- (c) Settlement of all claims, counter-claims and disputes, if any, in respect of the Equipment arising under the Contract; and

**Seal & Signature of Bidder**

(d) Release and return or cancellation of all Bank Guarantees and other securities furnished in connection with the Contract, including the Performance Bank Guarantee furnished by the STATCOM Valve Manufacturer as per Format 3 of the E-428 Tender.

**5.3** This Deed of Undertaking shall become operative from the **Effective Date of the Contract** as defined in the E-428 Tender, and shall remain in full force and effect until discharged by the Employer as set out in Clause 5.2 above.

**5.4** No amendment, modification, waiver, substitution or discharge of this Deed of Undertaking shall be valid or binding upon the Employer unless specifically agreed to in writing and signed by the Employer.

#### IN WITNESS WHEREOF

the Collaborator / Parent / Principal / Group Company, the STATCOM Valve Manufacturer and the Bidder / EPC Contractor have, through their duly authorised representatives, executed these presents and affixed the Common Seal of their respective Companies on the day, month and year first above written.

#### SIGNED AND DELIVERED FOR AND ON BEHALF OF THE FIRST PARTY:

[Name of Collaborator / Parent / Principal / Group Company]

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ —	<b>Name:</b> _____ —
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ —	<b>Date:</b> _____ —
<b>Place:</b> _____ —	<b>Place:</b> _____ —
<b>Common Seal of the Company</b>	

*(Two columns provided for companies requiring joint execution by two authorised signatories. See Note 7.)*

#### WITNESS 1:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**Seal & Signature of Bidder**

**WITNESS 2:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE SECOND PARTY:**

[Name of STATCOM Valve Manufacturer]

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ _____	<b>Name:</b> _____ _____
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ _____	<b>Date:</b> _____ _____
<b>Place:</b> _____ _____	<b>Place:</b> _____ _____
<b>Common Seal of the Company</b>	

*(Two columns provided for companies requiring joint execution by two authorised signatories. See Note 7.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE THIRD PARTY:**

[Name of Bidder / EPC Contractor]

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**Seal & Signature of Bidder**

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ _____	<b>Name:</b> _____ _____
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ _____	<b>Date:</b> _____ _____
<b>Place:</b> _____ _____	<b>Place:</b> _____ _____
<b>Common Seal of the Company</b>	

*(Two columns provided for companies requiring joint execution by two authorised signatories. See Note 7.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**NOTES**

**Note 1 — Applicability: When This Format 1B Is Required**

This Format 1B applies **only** under the Compound Route-3 scenario — where: (a) the Bidder is a non-OEM EPC Contractor qualifying under Route-3 of the **E-428** QR; and (b) the identified STATCOM Valve Manufacturer offered by the Bidder itself qualifies under Route-1(b)(ii) or Route-2 (i.e., the STATCOM Valve Manufacturer has its own Collaborator / Parent / Principal / Group Company providing technological support). Where the STATCOM Valve Manufacturer qualifies independently under Route-1(a) (without any Collaborator / Parent / Principal / Group Company support), this Format 1B is **not applicable** — only Format 2 is required.

**Note 2 — Relationship Between Format 1B and Format 2**

This Format 1B is to be submitted **in addition to** and **not in substitution of** Format 2 (Joint Deed of Undertaking between the STATCOM Valve Manufacturer and the Bidder / EPC Contractor). Both Formats must be executed and submitted simultaneously with the Bid. Format 2 governs the direct responsibility of the STATCOM Valve Manufacturer towards the Bidder / EPC Contractor and the Employer for all aspects of the Equipment. This Format 1B adds the further layer of the Collaborator / Parent / Principal / Group Company's obligations, ensuring that the entire technology and supply chain is contractually bound to the Employer.

**Seal & Signature of Bidder**

### **Note 3 — Why the Bidder / EPC Contractor Is a Party to This Deed**

The Contract under E-428 Tender is between the Employer and the Bidder / EPC Contractor. The Collaborator / Parent / Principal / Group Company and the STATCOM Valve Manufacturer have no direct privity of contract with the Employer. The Bidder / EPC Contractor's co-execution of this three-party Deed creates the direct legal obligation of those entities towards the Employer, which would otherwise be absent. The Bidder / EPC Contractor's participation in this Deed does not in any way dilute its primary and full responsibility to the Employer under the Contract.

### **Note 4 — Route Designation of the STATCOM Valve Manufacturer**

In the third Recital, the STATCOM Valve Manufacturer's qualifying route shall be identified by retaining the applicable designation — "Route-1(b)(ii)" or "Route-2" — and striking out the other. This records the specific route under which the STATCOM Valve Manufacturer is qualifying, which determines the nature of the Collaborator / Parent / Principal / Group Company's obligations.

### **Note 5 — Equipment Description**

The expression "Equipment" as used throughout this Deed refers to: **STATCOM Valves and associated Control and Protection** to be manufactured / assembled, tested and supplied by the STATCOM Valve Manufacturer from its Indian works for the **±125 MVAR STATCOM at 220kV SAGAPARA Substation** under the Contract, based on the technological support of the Collaborator / Parent / Principal / Group Company.

### **Note 6 — Stamp Paper, Certification and Submission Requirements**

Non-judicial stamp paper of appropriate value shall be purchased in the name of the executant(s) as per the Stamp Act applicable at the place of execution. The stamp paper shall not be older than six (6) months from the date of purchase and the AT number and date shall appear on every page. This Deed, duly certified by the Company Secretary of each executing party, shall be submitted **along with the Bid**. The Deed attested by a Notary Public at the place(s) of the respective executant(s) — or, in the case of foreign entities, registered with the Indian Embassy / High Commission — shall be submitted within **ten (10) days** from the date of intimation of post-bid discussion or award, as directed by the Employer. The Deed shall be signed on **all pages** by the authorised representatives of all three parties and shall invariably be witnessed.

### **Note 7 — Two-Column Signature Block**

The signature block for each party provides two columns to accommodate cases where a company requires joint execution by two authorised signatories. Where a single authorised representative is duly empowered, signature by that one representative supported by the relevant Board Resolution / Power of Attorney shall be valid; the unused column may be left blank.

### **Note 8 — Performance Bank Guarantee by STATCOM Valve Manufacturer**

The Performance Bank Guarantee of 5% of the total Contract price to be furnished by the STATCOM Valve Manufacturer under Route-3 is governed by Format 3 of the E-428 Tender. That Bank Guarantee is an obligation of the STATCOM Valve Manufacturer alone and is not a requirement under this Format 1B. The Collaborator / Parent / Principal / Group Company is not required to furnish any separate Bank Guarantee under this Format 1B or otherwise under E-428 Routes 1(b)(ii) or Route-2 of the Qualifying Requirements.

**Seal & Signature of Bidder**

## ANNEXURE 2 — FORMAT 2

### FORM OF JOINT DEED OF UNDERTAKING

#### BY STATCOM VALVE MANUFACTURER ALONG WITH BIDDER / EPC CONTRACTOR

[Applicable to Bidders qualifying through Route-3 of the Qualifying Requirements for **E-428** Tender, where the Bidder is not itself the STATCOM Valve Manufacturer and is offering the STATCOM Valves and associated Control and Protection from an identified Indian STATCOM Valve Manufacturer meeting the requirements of Route-1 or Route-2 of the Qualifying Requirements]

[This Format 2 is required to be submitted by all Route-3 Bidders. Where the identified STATCOM Valve Manufacturer itself qualifies through Route-1(b)(ii) or Route-2, this Format 2 shall be submitted together with Format 1B (Three-Party Joint Deed). Where the STATCOM Valve Manufacturer qualifies independently through Route-1(a), only this Format 2 is required.]

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT RELEVANT TO THE PLACE OF EXECUTION, DULY SIGNED ON EACH PAGE BY THE AUTHORISED REPRESENTATIVES OF BOTH PARTIES. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY OF INCORPORATION AND IN ADDITION TO GET THE DEED ATTESTED BY THE INDIAN EMBASSY / HIGH COMMISSION IN THAT COUNTRY.)*

THIS DEED OF UNDERTAKING executed this ..... day of ..... Two Thousand and ..... by:

#### FIRST PARTY (STATCOM Valve Manufacturer):

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

(hereinafter called the "**STATCOM Valve Manufacturer**", which expression shall include its successors, administrators, executors and permitted assigns)

**AND**

#### SECOND PARTY (Bidder / EPC Contractor):

M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....

**Seal & Signature of Bidder**



(hereinafter called the "**Bidder / EPC Contractor**", which expression shall include its successors, administrators, executors and permitted assigns)

## IN FAVOUR OF:

**Gujarat Energy Transmission Corporation Limited (GETCO)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat, India (hereinafter called the "**Employer**", which expression shall include its successors, administrators, executors and permitted assigns)

## RECITALS

**WHEREAS** the Employer has invited Bids as per its Tender Specification No. [**E-428 / \_\_\_\_\_**] for Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey Basis including Civil Works (hereinafter referred to as the "**Project**");

**AND WHEREAS** Clause No. .... (Route-3) of the Qualifying Requirements specified in Section ..... — Part-I forming part of the Bidding Documents for **E-428** Tender, inter-alia stipulates that where the Bidder / EPC Contractor is not itself a STATCOM Valve Manufacturer, the STATCOM Valves and associated Control and Protection (*hereinafter referred to as "the Equipment"*)\* must be offered from an identified Indian Manufacturer who meets the requirements of Route-1 or Route-2 of the Qualifying Requirements, and that a legally enforceable undertaking (jointly with the STATCOM Valve Manufacturer) to guarantee basic design, quality, timely supply, performance and warranty obligations as specified for the Equipment shall be submitted along with the Bid, and that the STATCOM Valve Manufacturer shall furnish a Performance Bank **Guarantee of 5% (five percent) of the total Contract price**, which shall be in addition to the Contract Performance Security to be submitted by the Bidder / EPC Contractor;

**AND WHEREAS** the STATCOM Valve Manufacturer has established manufacturing / assembling and testing facilities in India for STATCOM Valves and meets the Technical Experience requirements of Route-**[1(a) / 1(b)(ii) / 2]** (*strike out whichever is not applicable*) of the Qualifying Requirements for **E-428** Tender;

**AND WHEREAS** the Bidder / EPC Contractor has submitted its Bid to the Employer vide Proposal No. .... dated ..... proposing to supply the Equipment through the STATCOM Valve Manufacturer named herein, and relying on the STATCOM Valve Manufacturer's technical experience and manufacturing / assembling capability for the purposes of qualifying under Route-3 of the Qualifying Requirements for **E-428** Tender;

## NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

### 1.0 JOINT AND SEVERAL RESPONSIBILITY FOR THE EQUIPMENT

In consideration of the award of Contract by the Employer to the Bidder / EPC Contractor (hereinafter referred to as the "**Contract**"), we, the STATCOM Valve Manufacturer and the Bidder / EPC Contractor, do hereby jointly and severally declare and undertake that we shall be **jointly and severally bound** unto the Employer and shall be fully responsible for guaranteeing the basic design, quality, timely supply, performance and warranty obligations as specified for the Equipment, and specifically for the design, engineering, manufacture (including assembly and testing at works), type testing, routine testing, supply on FOR-destination basis (delivery at Site), supervision of unloading at Site, storage, pre-commissioning assistance, testing, commissioning and successful performance of the Equipment throughout the Defect Liability / Guarantee Period, all in accordance with the Contract Specifications and the requirements of the **E-428** Tender.

**Seal & Signature of Bidder**



## 2.0 OBLIGATIONS OF THE STATCOM VALVE MANUFACTURER

Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the STATCOM Valve Manufacturer in particular hereby undertakes and agrees to:

(i) Design, engineer, manufacture (including assembly, where applicable), test at works, supply on FOR-destination basis (delivery at Site), assist in unloading at Site, store, pre-commission, test and commission the Equipment and ensure its successful performance throughout the Defect Liability / Guarantee Period, all in accordance with the technical specifications, quality requirements, delivery schedule and performance guarantees stipulated in the Contract and the **E-428** Tender requirements.

(ii) Depute its qualified technical personnel to the Employer's Project site as required and as mutually agreed with the Employer and the Bidder / EPC Contractor, for the purposes of supervision of unloading, storage, pre-commissioning, testing, commissioning and performance verification of the Equipment, and to render such technical support during the Defect Liability / Guarantee Period as may be required by the Employer.

(iii) Directly honour its warranty and performance obligations in respect of the Equipment for the full Defect Liability / Guarantee Period specified in the Contract, and attend promptly to any defects, failures or non-conformances in the Equipment notified by the Employer, whether the notification is directed to the STATCOM Valve Manufacturer directly or through the Bidder / EPC Contractor.

(iv) Furnish, within the time stipulated in the **Contract, a Contract Performance Bank Guarantee in favour of the Employer for an amount equivalent to 5% (five percent) of the total Contract price** in the format specified as Format 3 of the **E-428** Tender (hereinafter referred to as the "**STATCOM Valve Manufacturer's Performance Bank Guarantee**"). This guarantee shall be:

- (a) Unconditional and irrevocable;
- (b) Issued by a scheduled commercial bank acceptable to the Employer and listed in the "Name of Designated Banks" as per the tender conditions of **E-428** Tender;
- (c) Valid for the entire duration of the Contract, up to **90 (ninety) days beyond the end** of the applicable Defect Liability / Guarantee Period of the Equipment;
- (d) Payable to the Employer on first written demand without any reservation, protest, demur or cavil; and
- (e) Subject to extension as per the tender conditions if the Contract period or Defect Liability / Guarantee Period is extended.

(v) The STATCOM Valve Manufacturer's Performance Bank Guarantee shall be **in addition to** and not in substitution of the Contract Performance Security of 10% of the Contract price furnished by the Bidder / EPC Contractor, and all other securities provided under the Contract.

## 3.0 OBLIGATIONS OF THE BIDDER / EPC CONTRACTOR

The Bidder / EPC Contractor hereby undertakes and agrees to:

(i) Remain fully and primarily responsible to the Employer under the Contract for all contractual obligations including those in respect of the Equipment, and the execution of this Deed shall not diminish or distribute any of the Bidder / EPC Contractor's primary obligations and liabilities towards the Employer under the Contract.

(ii) Ensure that the STATCOM Valve Manufacturer performs its obligations under this Deed and under the Contract, and take all necessary steps to cause the STATCOM Valve

**Seal & Signature of Bidder**

Manufacturer to fulfil its responsibilities in relation to the Equipment, including timely dispatch, delivery, technical supervision, commissioning support, and warranty rectification.

(iii) Not replace, substitute or change the STATCOM Valve Manufacturer identified herein during the period of the Contract without the prior written consent of the Employer. Any such substitution without the Employer's written consent shall entitle the Employer to treat the same as a material breach of the Contract.

#### **4.0 GOVERNING LAW AND JURISDICTION**

**4.1** This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India.

**4.2** The **Courts of Vadodara, Gujarat, India** shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking, consistent with the governing law and jurisdiction provisions of the Contract awarded under **E-428** Tender.

**4.3** Any disputes arising under this Deed of Undertaking or the Contract that are required to be referred to arbitration shall be governed by the **Arbitration and Conciliation Act, 1996 (as amended from time to time)**, with the seat of arbitration at **Vadodara, Gujarat, India**, as specified in the Contract.

#### **5.0 IRREVOCABILITY AND INTEGRATION WITH CONTRACT**

**5.1** The STATCOM Valve Manufacturer and the Bidder / EPC Contractor jointly and severally agree that this Deed of Undertaking shall be **irrevocable** and shall form an **integral part** of the Contract awarded under **E-428** Tender, with the same force and effect as if incorporated in the body of the Contract.

**5.2** This Deed of Undertaking shall continue to be enforceable and binding upon both parties hereto until the Employer formally discharges it in writing. The Employer's obligation to discharge this Deed shall arise upon satisfaction of all of the following conditions:

- (a) Successful commissioning of the Equipment in accordance with the Contract Specifications;
- (b) Expiry of the full Defect Liability / Guarantee Period applicable to the Equipment and issuance of the Final Acceptance Certificate by the Employer;
- (c) Settlement of all claims, counter-claims and disputes, if any, in respect of the Equipment arising under the Contract; and
- (d) Release and return or cancellation of the STATCOM Valve Manufacturer's Performance Bank Guarantee and all other securities furnished in connection with the Contract.

**5.3** This Deed of Undertaking shall become operative from the **Effective Date of the Contract** as defined in the **E-428** Tender, and shall remain in full force and effect until discharged by the Employer as set out in Clause 5.2 above.

**5.4** No amendment, modification, waiver, substitution or discharge of this Deed of Undertaking shall be valid or binding upon the Employer unless specifically agreed to in writing and signed by the Employer.

**IN WITNESS WHEREOF**

**Seal & Signature of Bidder**

the STATCOM Valve Manufacturer and the Bidder / EPC Contractor have, through their duly authorised representatives, executed these presents and affixed the Common Seal of their respective Companies on the day, month and year first above written.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE FIRST PARTY:**

**[Name of STATCOM Valve Manufacturer]**

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Name:</b> _____ —	<b>Name:</b> _____ —
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ —	<b>Date:</b> _____ —
<b>Place:</b> _____ —	<b>Place:</b> _____ —
<b>Common Seal of the Company</b>	

*(Two columns provided for companies requiring joint execution by two authorised signatories. See Note 6.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE SECOND PARTY:**

**[Name of Bidder / EPC Contractor]**

<b>Signature:</b> _____	<b>Signature:</b> _____

**Seal & Signature of Bidder**

<b>Name:</b> _____ _____	<b>Name:</b> _____ _____
<b>Designation:</b> _____	<b>Designation:</b> _____
<b>Date:</b> _____ _____	<b>Date:</b> _____ _____
<b>Place:</b> _____ _____	<b>Place:</b> _____ _____
<b>Common Seal of the Company</b>	

*(Two columns provided for companies requiring joint execution by two authorised signatories. See Note 6.)*

**WITNESS 1:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_

**WITNESS 2:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_

**NOTES**

**Note 1 — Applicability and Route-3 Structure**

This Format 2 is the primary JDU format for **all Route-3 Bidders** in **E-428** Tender. Route-3 is a structured qualification route: the Bidder / EPC Contractor is not itself a STATCOM Valve Manufacturer, but has executed at least one SVC/STATCOM/HVDC project at 220kV or above in India as an Associate. The Bidder qualifies technically by offering the Equipment from an identified Indian STATCOM Valve Manufacturer who meets Route-1 or Route-2 of the QR. The STATCOM Valve Manufacturer named in this Deed shall be identified and locked at the bid submission stage itself. The Bidder is advised to offer the Equipment from a **single** STATCOM Valve Manufacturer; where more than one is named, the Employer reserves the right to consider them in the order listed and treat the first found acceptable as the identified Manufacturer for evaluation, contract award and execution purposes.

**Note 2 — Qualifying Route of the STATCOM Valve Manufacturer**

In the third Recital, the Bidder shall retain only the applicable route — "Route-1(a)", "Route-1(b)(ii)", or "Route-2" — under which the STATCOM Valve Manufacturer qualifies, and strike out the others. This record is important for determining which additional format is required: if the STATCOM Valve Manufacturer qualifies under Route-1(b)(ii) or Route-2, **Format 1B must also be submitted along with this Format 2**. If the STATCOM Valve Manufacturer qualifies independently under Route-1(a), only this Format 2 is required.

**Seal & Signature of Bidder**

### **Note 3 — STATCOM Valve Manufacturer as Subcontractor with Enhanced Obligations**

For the purposes of the Conflict of Interest provisions of the Tender Notice, the STATCOM Valve Manufacturer named in this Deed is treated as a **subcontractor with enhanced obligations** for the Equipment under the Contract, and not as a Joint Venture co-bidder for the entire turnkey package. Accordingly, the same STATCOM Valve Manufacturer may, in principle, support more than one Route-3 Bidder in this tender by executing separate JDUs in favour of different Bidders. However, such arrangements shall in no case result in sharing of confidential bid information, pricing or bid strategy between competing Bidders, and must not enable the STATCOM Valve Manufacturer to influence the bid of any other Bidder or the evaluation decisions of the Employer. Any such conflict of interest, if it emerges at any stage, may lead to disqualification of the concerned bid(s) without prejudice to the Employer's other rights and remedies.

### **Note 4 — Equipment Description**

The expression "Equipment" as used throughout this Deed refers to: **STATCOM Valves and associated Control and Protection** to be designed, manufactured / assembled, tested, supplied, erected, commissioned and maintained for the **±125 MVAR STATCOM at 220kV SAGAPARA Substation** under the Contract, by the STATCOM Valve Manufacturer from its Indian works.

### **Note 5 — Stamp Paper, Certification and Submission Requirements**

Non-judicial stamp paper of appropriate value shall be purchased in the name of the executant(s) as per the Stamp Act applicable at the place of execution. The stamp paper shall not be older than six (6) months from the date of purchase and the AT number and date shall appear on every page. This Deed, duly certified by the Company Secretary of each executing party, shall be submitted **along with the Bid**. The Deed attested by a Notary Public at the place(s) of the respective executant(s) — or, for foreign entities, registered with the Indian Embassy / High Commission in that country — shall be submitted within **ten (10) days** from the date of intimation of post-bid discussion or award of Contract, as directed by the Employer. The Deed shall be signed on **all pages** by the authorised representatives of both parties and shall invariably be witnessed.

### **Note 6 — Two-Column Signature Block**

The signature block for each party provides two columns to accommodate cases where a company requires joint execution by two authorised signatories. Where a single authorised representative is duly empowered to execute, signature by that one representative supported by the relevant Board Resolution / Power of Attorney shall be valid; the unused column may be left blank.

### **Note 7 — Performance Bank Guarantee**

The STATCOM Valve Manufacturer's Performance Bank Guarantee referred to in Clause 2.0(iv) shall be submitted in the format specified as **Format 3** of the **E-428** Tender. The timeline for submission of this Bank Guarantee shall be the same as specified for the main Contract Performance Security in the Contract conditions. The validity of this guarantee must be kept current throughout the Contract period; the STATCOM Valve Manufacturer shall ensure timely extension of the guarantee if the Contract period or Defect Liability / Guarantee Period is extended, failing which the Employer shall be entitled to encash the guarantee.

**Seal & Signature of Bidder**

ANNEXURE 5A — FORMAT 5A  
JOINT VENTURE AGREEMENT  
**Among All Partners of the Bidding Joint Venture**  
*[Applicable to Bidders Qualifying through Route-4 (Joint Venture) of  
Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV  
SAGAPARA STATCOM/E-428]*

**APPLICABILITY**

This Format 5A is applicable to Bidders qualifying through Route-4 (Joint Venture) of the Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 (hereinafter referred to as the “E-428 Tender”). All Partners constituting the Joint Venture Bidder must execute this Agreement and submit it along with the Technical Bid. In the event of award of Contract, this Agreement shall form an integral part of the Contract.

This Format 5A must be read and executed together with:

- Format 5B — Joint Deed of Undertaking by JV Partners in favour of GETCO (Annexure 5B)
- Format 5C — Power of Attorney for Joint Venture / Lead Partner (Annexure 5C)
- Format 5D — Bank Guarantee by each JV Partner except the Lead JV Partner — 5% of Contract Price (Annexure 5D)
- Appendix-A — Roles and Responsibilities of each JV Member (Annexure to Formats 5A and 5B)

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT APPLICABLE AT THE PLACE OF EXECUTION. THE STAMP PAPER MUST NOT BE OLDER THAN SIX MONTHS FROM THE DATE OF PURCHASE AND THE AT NUMBER AND DATE MUST APPEAR ON EVERY PAGE. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY.)*

JOINT VENTURE AGREEMENT between M/s. ...., M/s. ...., and M/s. .... [add further parties as applicable] for bidding for Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 dated ..... for “Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of ±125 MVAR STATCOM at 220kV SAGAPARA Substation on Turnkey basis including Civil Works” issued by Gujarat Energy Transmission Corporation Limited (GETCO) (the “E-428 NIT”).

**THIS JOINT VENTURE AGREEMENT (hereinafter referred to as “Agreement”)**  
**executed on this ..... day of ....., Two Thousand and ..... between:**

**1. M/s. ....**, a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called “Party 1 — Lead Joint Venture Partner”, which expression shall include its successors, executors and permitted assigns)

**2. M/s. ....**, a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called “Party 2 — Other Joint Venture Partner”, which expression shall include its successors, executors and permitted assigns)

**Seal & Signature of Bidder**

3. M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called “Party 3 — Other Joint Venture Partner”, which expression shall include its successors, executors and permitted assigns)

*[Add further Parties if applicable. The Bidding Joint Venture shall list the name, registered office address and other details of all Joint Venture Partners above.]*

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

## RECITALS

WHEREAS the Employer, Gujarat Energy Transmission Corporation Limited (GETCO), having its Registered Office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat, India, has invited Bids vide Tender Specification No. ACE(P&C)/Contract/220KV **SAGAPARA** STATCOM/**E-428** for Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of ±125 MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey basis including Civil Works (hereinafter referred to as the “Project”).

AND WHEREAS Clause [Route-4] of the Qualifying Requirements specified in Part-I of the **E-428** Tender Documents stipulates that a Bid may be submitted by a Joint Venture (JV) of two or more firms as Partners, provided all Partners of the Joint Venture collectively and individually meet the Technical and Financial Qualification Requirements stipulated therein, and that a legally enforceable Joint Venture Agreement is submitted with the Bid.

AND WHEREAS Clause [Route-4] of the Qualifying Requirements further stipulates that each JV Partner shall furnish a separate Bank Guarantee equivalent to 5% (five percent) of the total Contract Price in addition to the Contract Performance Guarantee of 10% (ten percent) of the Contract value to be furnished by the Lead Partner, on behalf of the Joint Venture, the terms, conditions and validity of all such Bank Guarantees being identical.

AND WHEREAS the Parties are entering into this Joint Venture Agreement for the purpose of submitting a joint Bid in response to the **E-428** NIT and, in the event of award of the Contract, for ensuring compliance with all requirements of the **E-428** Tender Documents and for the complete execution of the Contract.

AND WHEREAS any capitalised term used in this Agreement and not defined herein shall have the meaning ascribed to it in the **E-428** Tender Documents.

## **NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. In consideration of the selection of the Joint Venture as successful Bidder by the Employer, we, the Partners of the Joint Venture and Parties to this Agreement, unequivocally agree that M/s. .... [Insert name of Lead Partner] shall act as the Lead Joint Venture Partner for itself and on behalf of M/s. ...., M/s. ...., and M/s. .... [Insert names of all other JV Partners].

2. The Lead Joint Venture Partner is hereby authorised by all Partners to bind the Joint Venture and receive instructions for and on behalf of all Partners. The Roles and Responsibilities of all Partners shall be as set out in **Appendix-A** to this Agreement, without in any way limiting or diluting the joint and several liability of all Partners for executing and performing the Contract.

3. Each JV Partner undertakes to be individually liable for the performance of its part of the Roles and Responsibilities as set out in **Appendix-A**, without in any way limiting the joint and several liabilities of all Partners for the complete performance of the Contract. The Lead JV Partner shall be liable and responsible for ensuring the individual and collective commitment of each Partner in discharging their respective Roles and Responsibilities.

**Seal & Signature of Bidder**



4. In case of breach of any commitment under this Agreement by any JV Partner, all Partners including the Lead Partner shall be jointly and severally liable to meet all obligations under the E-428 Tender Documents and the Contract. It shall not be necessary or obligatory for the Employer to proceed against the Lead Partner before proceeding against or dealing with any other Partner; the Employer may proceed against any Partner, all being jointly and severally liable.
5. The sharing of responsibilities as aforesaid shall not in any way be a limitation of the responsibility of the Lead Partner and the other Partners under this Agreement or the Contract.
6. The Partners expressly agree to adhere to all the terms and conditions of the E-428 NIT and Tender Documents and confirm that they have no Conflict of Interest as defined in the E-428 Tender Documents. The Partners also confirm compliance with all applicable Government of India directives and notifications in force relating to procurement restrictions, as incorporated in the E-428 Tender Documents.
7. This Joint Venture Agreement shall be construed and interpreted in accordance with the laws of India. The Courts of Vadodara, Gujarat, India shall have exclusive jurisdiction in all matters relating to and arising under this Agreement and the Contract. The seat of arbitration for any disputes shall be Vadodara, Gujarat, India, and arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as amended).
8. The Lead JV Partner shall furnish the Bid Security (EMD) as stipulated in the E-428 NIT and Tender Documents on behalf of the Bidding Joint Venture.
9. In the event of award of the Contract to the Bidding Joint Venture, the Parties agree that:
  - (a) The Lead Partner shall furnish the Contract Performance Guarantee of 10% (ten percent) of the total Contract Price in favour of the Employer as per Format 4 (Annexure 4) of the E-428 Tender Documents and as stipulated in GCC Clause 36.0 and SCC Clause 19.0, within fifteen (15) days of issue of the Letter of Award (LOA).
  - (b) Each of the other JV Partner (excluding the Lead Partner) shall additionally furnish a separate Bank Guarantee equivalent to 5% (five percent) of the total Contract Price as per Format 5D (Annexure 5D) of the E-428 Tender Documents and as stipulated in Route-4(c) of the Qualifying Requirements, within fifteen (15) days of issue of the LOA. The terms, conditions and validity of all such 5% Bank Guarantees shall be identical to those of the 10% Contract Performance Guarantee.
  - (c) The Lead Partner shall be responsible for ensuring the submission of all Bank Guarantees referred to in (a) and (b) above by all JV Partners within the stipulated timelines.
10. This Joint Venture Agreement shall be irrevocable and shall remain valid and binding over the entire term of the Contract and the Project, including the Defect Liability / Guarantee Period and until all contractual obligations have been discharged and all Bank Guarantees and securities have been released, unless expressly discharged in writing by the Employer.
11. The Lead JV Partner shall be fully responsible for the accuracy and veracity of all representations and information submitted by the Joint Venture Partners from time to time in response to the E-428 NIT and Tender Documents. Representations by the Lead Partner shall be deemed to be on behalf of and binding upon all Partners.
12. The responsibilities and obligations of each Partner shall be as delineated in **Appendix-A** annexed hereto and forming an integral part of this Agreement. The sharing of responsibilities shall not in any way limit the joint and several responsibilities and liabilities of the Partners for all matters relating to the Bid and the Contract.
13. The Lead JV Partner shall ensure performance of the entire Contract. In the event one or more JV Partners fail to perform their respective obligations, the same shall be deemed to be a default by all JV Partners, and the Employer shall be entitled to invoke the remedies available under the Contract and this Agreement against any or all Partners.
14. No Party shall assign, delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity without the prior written consent of the Employer.
15. This Joint Venture Agreement:

**Seal & Signature of Bidder**



- (a) has been duly executed and delivered on behalf of each Party and constitutes the legal, valid, binding and enforceable obligation of each Party;
- (b) sets forth the entire understanding of the Parties with respect to the subject matter hereof; and
- (c) may not be amended or modified except in writing signed by each of the Parties and with the prior written consent of the Employer.

#### IN WITNESS WHEREOF

The Parties to this Joint Venture Agreement have through their duly authorised representatives executed these presents and affixed the Common Seals of their respective Companies on the day, month and year first above written.

#### SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY 1 — LEAD JOINT VENTURE PARTNER]

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness 1: Signature: ..... Name: ..... Address: .....

Witness 2: Signature: ..... Name: ..... Address: .....

#### SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY 2]

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness 1: Signature: ..... Name: ..... Address: .....

Witness 2: Signature: ..... Name: ..... Address: .....

#### SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY 3]

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness 1: Signature: ..... Name: ..... Address: .....

Witness 2: Signature: ..... Name: ..... Address: .....

*[Reproduce the above signature block for each additional JV Partner, if any.]*

**Seal & Signature of Bidder**

## NOTES TO FORMAT 5A

**Note 1 — Applicable route.** This format applies exclusively to Route-4 (Joint Venture) Bidders under the **E-428** Tender. Route-4 is the JV qualifying route in **E-428**

**Note 2 — Number of Parties.** The template shows three JV Partners. The number of Party blocks in the main body and in the signature section shall be modified to match the actual number of JV Partners. Additional Party blocks should be added or surplus blocks deleted before execution.

**Note 3 — Stamp paper.** Non-judicial stamp papers of appropriate value shall be purchased in the name of the Joint Venture or any one of the Partners, as per the Gujarat Stamp Act / Indian Stamp Act applicable at the place of execution. The AT number and date must appear on every page. Stamp paper older than six months from the date of purchase is not acceptable. Foreign entities shall follow the applicable law in their country.

**Note 4 — Authorisation and notarisation.** A Board Resolution / Power of Attorney authorising the signatory to sign on behalf of each Party must be attached. A Company Secretary certificate confirming the authority is recommended. The Agreement certified by the Company Secretary of each Party shall be submitted with the Technical Bid. Within ten (10) days from the date of intimation of award, the Agreement attested by a Notary Public shall be submitted. For foreign companies, notarisation by the Indian Embassy / High Commission with apostille / consular authentication is required.

**Note 5 — Appendix-A.** The Roles and Responsibilities of each JV Partner (Appendix-A) must be enclosed as an integral part of this Agreement. A sample Appendix-A is provided as part of Annexure 5 (following Format 5B). The Parties must fill in the specific technical scope of each Partner in Appendix-A before execution.

**Note 6 — Relationship with Formats 5B, 5C and 5D.** This Format 5A is the foundational Agreement establishing the Joint Venture. Format 5B (Joint Deed of Undertaking) is the direct undertaking to GETCO that supplements this Agreement. Format 5C (Power of Attorney) authorises the Lead Partner to act on behalf of the JV. Format 5D (Bank Guarantee by each Partner) is the financial security instrument. All four documents plus Appendix-A must be submitted together. Submission of Format 5A alone, without the accompanying formats, will not constitute a valid JV bid submission.

**Seal & Signature of Bidder**

ANNEXURE 5B — FORMAT 5B  
JOINT DEED OF UNDERTAKING BY THE JOINT VENTURE PARTNERS  
**In favour of Gujarat Energy Transmission Corporation Limited (GETCO)**  
*[Applicable to Bidders Qualifying through Route-4 (Joint Venture) of  
Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV  
SAGAPARA STATCOM/E-428]*

**APPLICABILITY**

This Format 5B is applicable to Bidders qualifying through Route-4 (Joint Venture) of the Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 (hereinafter referred to as the "E-428 Tender"). It is the direct undertaking given by all JV Partners jointly and severally to GETCO (the Employer) for the faithful performance of the Contract and all obligations thereunder. This Format 5B must be executed and submitted together with Format 5A (Joint Venture Agreement), Format 5C (Power of Attorney), Format 5D (Bank Guarantees by each JV Partner), and Appendix-A (Roles and Responsibilities).

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT APPLICABLE AT THE PLACE OF EXECUTION. THE STAMP PAPER MUST NOT BE OLDER THAN SIX MONTHS FROM THE DATE OF PURCHASE AND THE AT NUMBER AND DATE MUST APPEAR ON EVERY PAGE. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY.)*

**To,**

Gujarat Energy Transmission Corporation Limited (GETCO),  
Sardar Patel Vidyut Bhavan, Race Course,  
Vadodara – 390 007, Gujarat, India  
(hereinafter referred to as the "Employer", which expression shall include its successors, administrators, executors and permitted assigns)

**THIS JOINT DEED OF UNDERTAKING executed on this ..... day of ....., Two Thousand and ..... by:**

**[Party No. 1 / Lead Partner]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called "Party No. 1" or "Lead Partner", which expression shall include its successors, executors and permitted assigns)

**[Party No. 2]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called "Party No. 2", which expression shall include its successors, executors and permitted assigns)

**[Party No. 3]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at .....  
(hereinafter called "Party No. 3", which expression shall include its successors, executors and permitted assigns)

*[Add further Parties as applicable.]*

for the purpose of making a Bid and entering into a Contract (hereinafter called the "Contract" in case of award) against Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 for "Design, Engineering, Manufacturing, Supply, Erection,

**Seal & Signature of Bidder**

Testing and Commissioning of  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey basis including Civil Works" (hereinafter referred to as the "Project") issued by Gujarat Energy Transmission Corporation Limited (GETCO) (hereinafter called the "Employer").

## RECITALS

WHEREAS Party No. 1, Party No. 2 and Party No. 3 have entered into a Joint Venture Agreement dated ..... (Format 5A — Annexure 5A) for the purpose of jointly bidding for and executing the **E-428** Contract.

AND WHEREAS the Employer has invited Bids as per Tender Specification No. ACE(P&C)/Contract/220KV **SAGAPARA** STATCOM/**E-428** for Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey basis including Civil Works.

AND WHEREAS Clause [Route-4] of the Qualifying Requirements forming part of the **E-428** Tender Documents, inter-alia stipulates that a Joint Venture of two or more firms may bid, provided the Joint Venture and its Partners fulfil all the specified Technical and Financial Qualification Requirements and that the Bid shall be signed so as to legally bind all Partners of the Joint Venture, who shall be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS Clause [Route-4] of the Qualifying Requirements further stipulates that each JV Partner, other than the Lead JV Partner, shall furnish a separate Bank Guarantee equivalent to 5% (five percent) of the total Contract Price in addition to the Contract Performance Guarantee of 10% (ten percent) of the Contract value to be furnished by the Lead Partner, on behalf of the Joint Venture, the terms, conditions and validity of all such Bank Guarantees being identical.

AND WHEREAS the Bid is being submitted to the Employer vide Proposal No. .... dated ..... by Party No. 1 (Lead Partner) based on this Deed of Undertaking between all the Parties, in accordance with the requirements of the **E-428** NIT and Bidding Documents.

## NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements, all the Parties to this Deed of Undertaking do hereby declare and undertake:

1. In the event of the award of the Contract by the Employer to the Joint Venture, we, the Parties, do hereby undertake that M/s. .... [Insert name of Lead Partner], the Party No. 1, shall act as the Lead Partner / Authorised Representative / Partner-in-Charge of the Joint Venture. We further declare and confirm that we, the Parties to the Joint Venture, shall be jointly and severally bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the complete execution of the Project, including the design, engineering, manufacturing, supply, erection, pre-commissioning, testing, commissioning and successful performance of the  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation and all associated equipment and civil works in accordance with the Contract Specifications and **E-428** Tender requirements.
2. In case of any breach or default of the said Contract by any of the Parties to the Joint Venture, the defaulting Party and all other Parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all obligations and responsibilities under the Contract. It shall not be necessary or obligatory for the Employer to proceed against the Lead Partner before proceeding against or dealing with the other Partners; the Employer can proceed against any of the Partners, all of whom shall be jointly and severally liable for the performance and all obligations under the Contract.

**Seal & Signature of Bidder**

3. If the Employer suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance of the STATCOM system in meeting the performance guarantees specified in the Contract, the Parties to these presents do hereby undertake to promptly make good such loss or damage to the Employer, on its demand, without any demur, reservation, protest or condition.
4. The financial liability of the Parties to this Deed of Undertaking to the Employer, with respect to any claims arising out of the performance or non-performance of the obligations set forth in this Deed, read in conjunction with the relevant conditions of the Contract, shall not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties.
5. It is expressly understood and agreed between the Parties that the responsibilities and obligations of each Party shall be as delineated in **Appendix-A** annexed hereto and forming an integral part of this Deed of Undertaking. The sharing of responsibilities shall not in any way be a limitation of the joint and several responsibilities of the Parties under the Contract.
6. It is understood that this Deed of Undertaking is provided for the purposes of undertaking joint and several liabilities of the Partners to the Joint Venture for submission of the Bid and performance of the Contract, and that this Deed shall not be deemed to give rise to any additional liabilities or obligations on any of the Parties other than the express provisions of the Contract.
7. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India. The Courts of Vadodara, Gujarat, India shall have exclusive jurisdiction in all matters arising under this Deed and the Contract. The seat of arbitration for any disputes shall be Vadodara, Gujarat, India, and arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as amended).
8. In the event of award of the Contract, we, the Parties to this Deed, do hereby agree that:
- (a) The Lead Partner (Party No. 1) shall furnish the Contract Performance Guarantee of 10% (ten percent) of the total Contract Price in favour of the Employer as per Format 4 (Annexure 4) of the **E-428** Tender Documents, within fifteen (15) days of the Letter of Award (LOA).
  - (b) Each Partner (excluding the Lead Partner) shall additionally furnish a separate Bank Guarantee equivalent to 5% (five percent) of the total Contract Price as per Format 5D (Annexure 5D) of the **E-428** Tender Documents, within fifteen (15) days of the LOA. The terms, conditions and validity of all such 5% Bank Guarantees shall be identical to those of the 10% Contract Performance Guarantee furnished under Format 4.
  - (c) The Lead Partner shall be responsible for ensuring the submission of all Bank Guarantees referred to in (a) and (b) above by all JV Partners within the stipulated timelines.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the Bid and the Contract, and shall continue to be enforceable and binding upon all Parties until the Employer discharges the same in writing after: (i) successful completion of all contractual obligations; (ii) expiry of the Defect Liability / Guarantee Period; (iii) settlement of all claims and counter-claims; and (iv) release of all Bank Guarantees and securities. This Deed shall be effective from the date first mentioned above for all purposes and intents.

#### **IN WITNESS WHEREOF**

The Parties to this Deed of Undertaking have through their duly authorised representatives executed these presents and affixed the Common Seals of their respective Companies on the day, month and year first above written.

**Seal & Signature of Bidder**

**SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 1 — LEAD PARTNER]**

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address: .....

Witness II: Signature: ..... Name: ..... Address: .....

**SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 2]**

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address: .....

Witness II: Signature: ..... Name: ..... Address: .....

**SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 3]**

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address: .....

Witness II: Signature: ..... Name: ..... Address: .....

*[Reproduce the above signature block for each additional JV Partner, if any.]*

## NOTES TO FORMAT 5B

**Note 1 — Applicable route.** This format applies exclusively to Route-4 (Joint Venture) Bidders under the E-428 Tender. It is the direct Deed of Undertaking given by all JV Partners to GETCO and operates in conjunction with Format 5A (JV Agreement). Where there is any inconsistency between the JV Agreement (Format 5A) and this Deed (Format 5B), this Deed shall prevail in so far as the obligations to the Employer are concerned.

**Note 2 — Joint and several liability: significance.** Clause 1 through Clause 4 of this Deed establish full joint and several liability of all JV Partners to the Employer. This means GETCO may proceed directly against any one Partner for the full value of any claim without first exhausting remedies against the Lead Partner or any other Partner. Bidders should ensure that all Partners' Boards have specifically authorised this joint and several liability structure before executing this Deed.

**Note 3 — Appendix-A.** Appendix-A (Roles and Responsibilities of each JV Partner) is an integral part of both this Format 5B and Format 5A. It must be attached to both documents at the time of execution. The division of roles in Appendix-A is for internal allocation purposes only and does not limit the joint and several liability to the Employer.

**Note 4 — Number of Parties.** The template shows three JV Partners. Add or delete Party blocks in the main body and signature section to match the actual number of JV Partners.

**Note 5 — Stamp paper, authorisation and notarisation.** Non-judicial stamp papers of appropriate value shall be purchased in the name of the Joint Venture or any one of the Partners, as per the Gujarat Stamp Act / Indian Stamp Act at the place of execution. Board Resolution / Power of Attorney for each signatory must be attached. The Deed certified by the Company Secretary of each Party shall be submitted with the Technical Bid. Within ten (10) days from the date of intimation of award, the Deed attested by a Notary Public shall be submitted. For foreign companies, notarisation by the Indian Embassy / High Commission with apostille / consular authentication is required.

**Note 6 — Relationship with Formats 5A, 5C and 5D.** This Format 5B is distinct from Format 5A. Format 5A is an Agreement among the JV Partners inter se, establishing the JV structure. Format 5B is a Deed in favour of the Employer, creating direct and enforceable obligations of each Partner towards GETCO. Both are required. Format 5C (Power of Attorney) and Format 5D (Bank Guarantees) must also be submitted simultaneously.

**Seal & Signature of Bidder**



ANNEXURE 5C — FORMAT 5C  
POWER OF ATTORNEY FOR JOINT VENTURE

**Authorising the Lead Partner / Partner-in-Charge to act on behalf of the Joint Venture**

*[Applicable to Bidders Qualifying through Route-4 (Joint Venture) of  
Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV  
SAGAPARA STATCOM/E-428]*

**APPLICABILITY**

This Format 5C is applicable to Bidders qualifying through Route-4 (Joint Venture) of the Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 (hereinafter referred to as the "E-428 Tender"). This Power of Attorney is to be executed by all JV Partners jointly, authorising the Lead Partner to represent, bind and act on behalf of the Joint Venture in all matters relating to the Bid and the Contract. This Format 5C must be submitted together with Format 5A (Joint Venture Agreement), Format 5B (Joint Deed of Undertaking), Format 5D (Bank Guarantees by each JV Partner) and Appendix-A (Roles and Responsibilities).

*(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT APPLICABLE AT THE PLACE OF EXECUTION. THE STAMP PAPER MUST NOT BE OLDER THAN SIX MONTHS FROM THE DATE OF PURCHASE AND THE AT NUMBER AND DATE MUST APPEAR ON EVERY PAGE. FOREIGN ENTITIES ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY.)*

**KNOW ALL MEN BY THESE PRESENTS THAT WE,**

the Partners constituting the Joint Venture for the purpose of bidding under Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428, whose details are given hereunder:

1. **[Party No. 1 / Lead Partner]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered / Head Office at .....
2. **[Party No. 2]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered / Head Office at .....
3. **[Party No. 3]** M/s. ...., a Company incorporated under the laws of ..... and having its Registered / Head Office at .....

*[Add further Parties as applicable.]*

have formed a Joint Venture under the laws of India and by way of the Joint Venture Agreement dated ..... (Format 5A — Annexure 5A) (hereinafter called the "Joint Venture", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), acting through M/s. .... being the Lead Partner / Partner-in-Charge, do hereby constitute, nominate and appoint:

**M/s. ....**

**Seal & Signature of Bidder**



a Company incorporated under the laws of ..... and having its Registered / Head Office at .....,

as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner-in-Charge" or "Lead Partner" or "Lead Member") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender Specification No. ACE(P&C)/Contract/220KV **SAGAPARA** STATCOM/**E-428** for "Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of  $\pm 125$  MVAR STATCOM at 220kV **SAGAPARA** Substation on Turnkey basis including Civil Works", Bids for which have been invited by Gujarat Energy Transmission Corporation Limited (GETCO), Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat, India (hereinafter called the "Employer"),

**to undertake the following acts, deeds and things on behalf of the Joint Venture:**

- i. To sign and submit the Bid / Proposal and participate in the aforesaid bidding under **E-428** Tender on behalf of the Joint Venture, including signing the Bid Form, Price Schedules, Qualification Data and all other documents forming part of the Bid.
- ii. To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid, and to sign the Contract with the Employer for and on behalf of the Joint Venture.
- iii. To submit the Bid Security (EMD) on behalf of the Joint Venture, to submit the Contract Performance Guarantee of 10% (ten percent) of the Contract Price on behalf of the Joint Venture as per Format 4 (Annexure 4) of the **E-428** Tender Documents, and to coordinate the timely submission of the individual 5% Bank Guarantees by each JV Partner as per Format 5D (Annexure 5D) and Route-4 of the **E-428** Tender Documents.
- iv. To receive, accept and execute the Contract and all communications, instructions, notices and orders from the Employer for and on behalf of the Joint Venture throughout the duration of the Contract, including the Defect Liability / Guarantee Period.
- v. To represent the Joint Venture in all matters before the Employer, including pre-bid clarifications, post-bid discussions, negotiations, inspections, factory acceptance tests, site visits, testing, commissioning, and all contractual and commercial correspondence.
- vi. To give any undertaking, representation, warranty or declaration to the Employer on behalf of the Joint Venture in connection with the Bid, the Contract, or any matter arising thereunder.
- vii. To do any other act, sign any document, make any application, submit any representation or give any notice related to the above for and on behalf of the Joint Venture, which the Joint Venture is legally empowered to do.

**JOINT AND SEVERAL LIABILITY — NOT AFFECTED BY THIS POWER OF ATTORNEY**

It is clearly understood that the Lead Partner / Partner-in-Charge shall ensure performance of the entire Contract by the Joint Venture. If one or more JV Partners fail to perform their respective obligations, the same shall be deemed to be a default by all JV Partners. The grant of this Power of Attorney to the Lead Partner shall not in any way limit, reduce or affect the joint and several liability of all JV Partners to the Employer as set out in Format 5B (Joint Deed of Undertaking — Annexure 5B). The Employer shall at all times be entitled to proceed against any or all JV Partners jointly or severally, notwithstanding the appointment of the Lead Partner as Attorney hereunder.

**Seal & Signature of Bidder**

## RATIFICATION

We hereby agree to ratify and confirm all acts, deeds and things lawfully done by the Lead Partner / Attorney by virtue of this Power of Attorney and the same shall be binding upon the Joint Venture and each of its Partners as if done by all the Partners collectively.

## VALIDITY

This Power of Attorney shall be irrevocable and shall remain valid and in full force and effect from the date of its execution until the Employer formally discharges the same in writing after: (i) successful completion of all contractual obligations; (ii) expiry of the Defect Liability / Guarantee Period; (iii) settlement of all claims and counter-claims; and (iv) release of all Bank Guarantees and securities under the Contract. This Power of Attorney shall not be revoked or modified without the prior written consent of the Employer.

## GOVERNING LAW AND JURISDICTION

This Power of Attorney shall be construed and interpreted in accordance with the laws of India. The Courts of Vadodara, Gujarat, India shall have exclusive jurisdiction in all matters arising out of or in connection with this Power of Attorney.

## IN WITNESS WHEREOF

We, the Parties constituting the Joint Venture, have through our duly authorised representatives executed this Power of Attorney and affixed the Common Seals of our respective Companies on the day, month and year written below.

### SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 1 — LEAD PARTNER]

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address: .....

Witness II: Signature: ..... Name: ..... Address: .....

### SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 2]

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

**Seal & Signature of Bidder**

Witness I: Signature: ..... Name: ..... Address:

.....

Witness II: Signature: ..... Name: ..... Address:

.....

**SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 3]**

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address:

.....

Witness II: Signature: ..... Name: ..... Address:

.....

*[Reproduce the above signature block for each additional JV Partner, if any.]*

**ACCEPTED BY THE ATTORNEY / LEAD PARTNER:**

I / We, M/s. ...., the above-named Attorney / Lead Partner, do hereby accept the above Power of Attorney and confirm our authority to act on behalf of the Joint Venture as set out herein.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF: [LEAD PARTNER / ATTORNEY]**

M/s. ....

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Directors' Resolution dated .....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness I: Signature: ..... Name: ..... Address:

.....

Witness II: Signature: ..... Name: ..... Address:

.....

**Seal & Signature of Bidder**

## NOTES TO FORMAT 5C

**Note 1 — Applicable route.** This format applies exclusively to Route-4 (Joint Venture) Bidders under the E-428 Tender. It authorises the Lead Partner to represent and bind the Joint Venture before the Employer in all matters relating to the Bid and the Contract.

**Note 2 — Acceptance block by Lead Partner.** This format includes an Acceptance block at the end, to be signed by the Lead Partner / Attorney. This confirms that the Lead Partner has accepted the authority conferred and is aware of its responsibilities. This block is absent from the E-402 source Format 7 but is introduced here as a best practice, particularly important where the Lead Partner is a different legal entity from the party submitting the Bid.

**Note 3 — Irrevocability and Employer consent for revocation.** The Power of Attorney is irrevocable without the Employer's prior written consent. This protects the Employer's ability to continue dealing with a single authorised representative throughout the Contract period, even if the JV Partners have internal disagreements. Bidders should ensure that their Boards have specifically authorised grant of an irrevocable Power of Attorney before execution.

**Note 4 — Power of Attorney does not limit joint and several liability.** The grant of this Power of Attorney to the Lead Partner does not affect the direct and independent liability of each JV Partner to the Employer as established in Format 5B. The Employer retains the right to proceed directly against any individual Partner, including non-Lead Partners, notwithstanding this Power of Attorney.

**Note 5 — Number of Parties.** The template shows three JV Partners as Executants. Add or delete Party blocks to match the actual number of JV Partners. The Lead Partner additionally signs the Acceptance block at the end.

**Note 6 — Stamp paper, authorisation and notarisation.** Non-judicial stamp papers of appropriate value shall be purchased in the name of the Joint Venture or any one of the Partners, as per the Gujarat Stamp Act / Indian Stamp Act at the place of execution. Board Resolution / Power of Attorney for each signatory of each Party must be attached. The Power of Attorney certified by the Company Secretary of each Party shall be submitted with the Technical Bid. Within ten (10) days from the date of intimation of award, the Power of Attorney attested by a Notary Public shall be submitted. For foreign companies, notarisation by the Indian Embassy / High Commission with apostille / consular authentication is required.

**Note 7 — Relationship with Formats 5A, 5B and 5D.** This Format 5C completes the JV authorisation framework. Format 5A (JV Agreement) establishes the JV; Format 5B (Joint Deed) creates Employer-facing obligations; Format 5C (this document) designates the single point of authority for all Employer interactions; Format 5D (Bank Guarantee by each Partner) provides the per-partner financial security. All four formats plus Appendix-A are required for a valid Route-4 bid submission.

**Seal & Signature of Bidder**

ANNEXURE 5E — APPENDIX-A  
ROLES AND RESPONSIBILITIES OF EACH JV PARTNER  
**Appendix to Format 5A (Joint Venture Agreement) and Format 5B (Joint Deed of Undertaking)**

*[Applicable to Bidders Qualifying through Route-4 (Joint Venture) of Qualifying Requirements for Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428]*

**PREAMBLE**

This Appendix-A forms an integral part of both Format 5A (Joint Venture Agreement — Annexure 5A) and Format 5B (Joint Deed of Undertaking — Annexure 5B). It sets out the allocation of Roles and Responsibilities among the JV Partners for the execution of the Contract for Design, Engineering, Manufacturing, Supply, Erection, Testing and Commissioning of ±125 MVAR STATCOM at 220kV SAGAPARA Substation on Turnkey basis including Civil Works under Tender Specification No. ACE(P&C)/Contract/220KV SAGAPARA STATCOM/E-428 (the "E-428 Tender").

**This Appendix-A must be read subject to and in conjunction with the following disclaimer, which forms part of this Appendix-A:**

*THE ALLOCATION OF ROLES AND RESPONSIBILITIES SET OUT IN THIS APPENDIX-A IS FOR THE INTERNAL ORGANISATION AND COORDINATION OF THE JOINT VENTURE AND FOR REFERENCE BY THE EMPLOYER. IT DOES NOT IN ANY MANNER LIMIT, REDUCE, QUALIFY OR EXTINGUISH THE JOINT AND SEVERAL LIABILITY OF ALL JV PARTNERS TO THE EMPLOYER FOR THE COMPLETE, TIMELY AND SATISFACTORY EXECUTION OF THE ENTIRE SCOPE OF THE CONTRACT. THE EMPLOYER SHALL NOT BE BOUND BY ANY INTERNAL WORK ALLOCATION ARRANGEMENT BETWEEN THE JV PARTNERS AND SHALL AT ALL TIMES BE ENTITLED TO PROCEED AGAINST ANY OR ALL JV PARTNERS FOR THE PERFORMANCE OF THE ENTIRE CONTRACT.*

**DETAILS OF JOINT VENTURE PARTNERS**

Partner No.	Name and Registered Office of JV Partner	Role in Joint Venture
Party No. 1	M/s. ..... Registered Office: .....	Lead Partner / Partner-in-Charge
Party No. 2	M/s. ..... Registered Office: .....	Other JV Partner
Party No. 3	M/s. ..... Registered Office: .....	Other JV Partner
[Add further rows as applicable]		

**PART A — ROLES AND RESPONSIBILITIES OF PARTY NO. 1 (LEAD PARTNER)**

**Lead Partner: M/s. ....**

**Seal & Signature of Bidder**

## A.1 Overall Contract Management and Coordination

- Overall coordination, management and leadership of the Joint Venture for the entire scope of the E-427 Contract.
- Single point of contact with GETCO (Employer) for all contractual, technical and commercial correspondence throughout the Bid stage and the Contract period including the Defect Liability / Guarantee Period.
- Submission of the Bid / Proposal on behalf of the Joint Venture, including signing of all Bid documents, Price Schedules and Qualification Data.
- Signing of the Contract with the Employer on behalf of the Joint Venture upon award.
- Coordination and overall responsibility for timely submission of all contract security instruments, including Format 4 Contract Performance Guarantee (10% of Contract Price) by the Lead Partner and Format 5D Bank Guarantees (5% of Contract Price each) by each Other JV Partner.
- Overall project planning, scheduling, resource deployment and progress monitoring for the entire Contract scope.
- Coordination with Employer, State / Central authorities, local bodies and all statutory agencies as required for execution of the Project.

## A.2 Financial Security Obligations

- Submission of the Bid Security (EMD) on behalf of the Joint Venture as stipulated in the E-428 NIT.
- Submission of the Contract Performance Guarantee of 10% (ten percent) of the total Contract Price under Format 4 (Annexure 4) of the E-428 Tender Documents, within fifteen (15) days of the Letter of Award.
- Ensuring timely submission of Format 5D Bank Guarantees (5% of Contract Price each) by each Other JV Partner within fifteen (15) days of the Letter of Award.
- Responsibility for all Contract invoicing, payment claims, receipt and distribution of Contract payments among JV Partners.

## A.3 Technical Scope of Lead Partner

*[To be filled in by the JV Partners based on their mutual agreement and submitted as part of the Bid. The description below is illustrative only and must be replaced by the actual agreed allocation.]*

- *[e.g., Design, Engineering and overall system integration of the  $\pm 125$  MVAR STATCOM system including STATCOM Controller, Protection and Metering, SCADA and Communication systems.]*
- *[e.g., Supply of STATCOM Valve / Converter Package including cooling system and auxiliary equipment.]*
- *[e.g., Erection, Testing and Commissioning of the complete STATCOM system at 220kV SAGAPARA Substation.]*
- *[e.g., Civil and structural works for the STATCOM building / enclosure.]*
- *[Any other scope as mutually agreed between the JV Partners and accepted by the Employer.]*

## PART B — ROLES AND RESPONSIBILITIES OF PARTY NO. 2

**Party No. 2: M/s. ....**

**Seal & Signature of Bidder**

## B.1 Financial Security Obligations

- Submission of a Bank Guarantee equivalent to 5% (five percent) of the total Contract Price under Format 5D (Annexure 5D) of the E-428 Tender Documents, within fifteen (15) days of the Letter of Award.

## B.2 Technical Scope of Party No. 2

*[To be filled in by the JV Partners based on their mutual agreement and submitted as part of the Bid. The description below is illustrative only and must be replaced by the actual agreed allocation.]*

- *[e.g., Design, Engineering, Manufacture and Supply of [specify equipment / sub-system].]*
- *[e.g., Erection and installation of [specify equipment / sub-system] at site.]*
- *[e.g., Testing and commissioning support for [specify sub-system].]*
- *[Any other scope as mutually agreed between the JV Partners and accepted by the Employer.]*

## PART C — ROLES AND RESPONSIBILITIES OF PARTY NO. 3

**Party No. 3: M/s. ....**

### C.1 Financial Security Obligations

- Submission of a Bank Guarantee equivalent to 5% (five percent) of the total Contract Price under Format 5D (Annexure 5D) of the E-428 Tender Documents, within fifteen (15) days of the Letter of Award.

### C.2 Technical Scope of Party No. 3

*[To be filled in by the JV Partners based on their mutual agreement and submitted as part of the Bid. The description below is illustrative only and must be replaced by the actual agreed allocation.]*

- *[e.g., Design, Engineering, Manufacture and Supply of [specify equipment / sub-system].]*
- *[e.g., Erection and installation of [specify equipment / sub-system] at site.]*
- *[e.g., Testing and commissioning support for [specify sub-system].]*
- *[Any other scope as mutually agreed between the JV Partners and accepted by the Employer.]*

*[Reproduce Part B / Part C template above for each additional JV Partner, labelling them Part D, Part E etc. as applicable. The Format 5D Bank Guarantee obligation applies to each Other JV Partner separately.]*

## PART D — JOINT OBLIGATIONS OF ALL JV PARTNERS

Notwithstanding the specific allocations set out in Parts A, B and C above, all JV Partners jointly and severally undertake the following obligations to the Employer:

- Compliance with all terms and conditions of the E-428 Tender Documents, the Contract and all applicable laws, regulations and statutory requirements in force in India.
- Timely execution of the entire scope of the Contract including design, engineering, manufacturing, supply, erection, testing, commissioning and performance demonstration

**Seal & Signature of Bidder**



of the ±125 MVAR STATCOM system at 220kV **SAGAPARA** Substation, within the Time for Completion specified in the Contract.

- Satisfactory performance of the STATCOM system in meeting all Performance Guarantees specified in the Contract, throughout the Defect Liability / Guarantee Period.
- Compliance with Health, Safety and Environment (HSE) requirements at all stages of Contract execution.
- Maintenance of all required insurance policies as stipulated in the Contract.
- Compliance with all applicable Government of India directives and notifications relating to procurement restrictions, as incorporated in the **E-428** Tender Documents.
- Prompt rectification of any defects, deficiencies or shortfalls in performance identified by the Employer during or after commissioning, within the timelines specified in the Contract.

#### **EXECUTION OF APPENDIX-A**

This Appendix-A has been agreed upon, executed and signed by all JV Partners on the day, month and year written below, and forms an integral part of Format 5A (Joint Venture Agreement) and Format 5B (Joint Deed of Undertaking).

#### **SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 1 — LEAD PARTNER]**

M/s. ....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date and Place: _____	Date and Place: _____

#### **SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 2]**

M/s. ....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date and Place: _____	Date and Place: _____

#### **SIGNED AND DELIVERED FOR AND ON BEHALF OF: [PARTY NO. 3]**

M/s. ....

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date and Place: _____	Date and Place: _____

*[Reproduce the above signature block for each additional JV Partner, if any.]*

**Seal & Signature of Bidder**



## NOTES TO APPENDIX-A

**Note 1 — Illustrative technical scope: to be replaced by Bidder.** Parts A.3, B.2 and C.2 contain illustrative scope descriptions in italics within square brackets. These are placeholders only. The JV Partners must replace them with a precise, specific and mutually agreed description of each Partner's actual technical scope before execution and submission of the Bid. Vague or incomplete scope descriptions may be treated as a qualification deficiency at Bid evaluation.

**Note 2 — Financial security obligations are non-negotiable.** The Format 5D Bank Guarantee obligations set out in Parts B.1 and C.1 are mandatory and fixed by Route-4 of the Qualifying Requirements. They cannot be modified, reduced or waived by the JV Partners. The Lead Partner's financial security obligation (Format 4 CPG of 10%) is set out in Part A.2 and similarly non-negotiable.

**Note 3 — Joint obligations in Part D are cumulative.** The joint obligations listed in Part D are over and above — not in substitution of — the individual obligations of each JV Partner set out in Parts A, B and C. They reinforce the principle that the division of technical scope does not limit the joint and several liability of all Partners to the Employer.

**Note 4 — Consistency with Formats 5A and 5B.** The Roles and Responsibilities in this Appendix-A must be consistent with the technical and financial representations made by each JV Partner in their respective Bid Schedules / Qualification Data. Any inconsistency between this Appendix-A and the Qualification Data may be queried by GETCO at Bid evaluation. The Lead Partner is responsible for ensuring consistency across all JV submission documents.

**Note 5 — Employer not bound by internal allocations.** As stated in the Preamble Disclaimer, GETCO is not bound by the internal scope allocation in this Appendix-A and shall at all times be entitled to issue instructions to any JV Partner directly and to proceed against any JV Partner for the full performance of the Contract, regardless of the internal allocation set out herein.

**Note 6 — Additional Partners.** If the Joint Venture has more than three Partners, additional Parts (Part D, Part E etc.) must be added for each additional Other JV Partner, following the format of Parts B and C. Each additional Other JV Partner must also furnish a Format 5D Bank Guarantee of 5% of the Contract Price.

**Seal & Signature of Bidder**