

Second(2nd) Amendment in Tender

Tender No. APGCL/CGM(G)/LTPS/R&M/CONTROL SYSTEM/109(AG)/2, DTD. 02/01/2016.

Name of Work: Up-gradation of 01 (one) no. GE Speedtronic Mark-IV Control System at Phase-II Power House of LTPS including supply, installation, Commissioning and Testing.

In addition to the earlier Amendment dtd. 04/02/2016, the following amendment shall also be applicable to the above mentioned tender:-

Tender Clause No.14:- Tender fee & Earnest Money Deposit (EMD): For the downloaded Tender document from APGCL's website, the bidder must submit the requisite **tender fee and EMD alongwith the Technical Bid**. Bid received without requisite tender fee and EMD will be rejected. EMD of Rs. 10,00,000/- (Rupees ten Lakh only) in the shape of Demand Draft/Bank Guarantee valid for 1 year in original of any Nationalized or Scheduled Bank of RBI shall be submitted as Earnest Money, duly pledged in favour of the Deputy General Manager (F&A), APGCL, Guwahati-1. APGCL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time without any interest.

A Format of EMD BANK GUARANTEE is furnished for downloading.

Other Clauses of the Tender will remain the same..

Sd/- Chief General Manager (Generation),
APGCL, Bijulee Bhawan, Guwahati-781001.

NON-JUDICIAL STAMPED PAPER

FORMAT OF EMD BANK GUARANTEE

WHEREAS M/s _____ (hereinafter called the Tenderer) intend to submit a tender to M/s Assam Power Generation Corporation Limited (hereinafter named APGCL or Purchaser) for **“UPGRADATION OF 1 No. GE SPEEDTRONIC MARK-IV CONTROL SYSTEM AT Ph-II POWER HOUSE OF LAKWA THERMAL POWER STATION (LTPS) ALONGWITH INTERFACING WITH THE DCS OF WASTE HEAT RECOVERY UNIT INCLUDING SUPPLY,INSTALLATION,COMMISSIONING AND TESTING”**

Now, by this , we, the undersigned (*Bank's Name and address*) whose registered office is at _____ bind ourselves unconditionally and irrevocably for payment to M/s APGCL of the sum of Rs 10,00,000/- (Rupees ten lakhs) only as Earnest Money Deposit to indemnify M/s APGCL in case of default. The conditions of the above obligations are such that if M/s _____ shall not keep their Tender being submitted to APGCL as set forth in the instructions to Tenderers valid and unaltered until 12(TWELVE) months from the due date _____ of the tender, refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, otherwise to be null and void.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. APGCL any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s _____ within 15 days from the date of such demand in any manner in which M/s. APGCL may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his tender in a manner not conforming to Tender Conditions and / or not acceptable to M/s. APGCL during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If the Tenderer , whose offer has been accepted fails to furnish Security Deposit within fifteen days of award of the ORDER / CONTRACT or by the date mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER / CONTRACT.

We, (*Bank's Name*), undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by M/s APGCL and in any other case until _____/2016.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____/2016 granted to him by the Bank.

After the hereabove mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of a person duly authorized to sign
on behalf of the Bank, with Seal of the Bank