

# **ASSAM POWER GENERATION CORPORATION LIMITED**

Registered Office: Bijulee Bhawan, 3<sup>rd</sup> floor, Paltanbazar, Guwahati-781 001, Assam Email: mridul.saikia@apgcl.org Chief General Manager (PP&I)

No. APGCL/CGM (H&C)/W/2023-24/1018/10

Date: 10.11.2023

## **CORRIGENDUM 1**

E-Tender No. APGCL/CGM(H&C)/2023-24/ Engagement of Consultant-Pumped Storage Project/21(46) Dated 07-11-2023

Name of work: Engagement of Consultant for Preparation of Pre-Feasibility Report (PFR) & Detailed Project Report (DPR) of Pumped Storage Project (PSP) in Assam, India.

This is to inform all the participating bidder of the aforesaid e-tender that following changes are incorporated as given below:

SL	Earlier Clause	Amended Clause
1	Table of content  PART III: CONDITIONS OF CONTRACT AND CONTRACT FORMS	
	Section 8 -Contract Forms (COF) This Section contains draft agreement, the forms for Performance Security and Advance Payment Security, shall only be completed by the successful Bidder after contract award.	Section 8 -Contract Forms (COF) This Section contains draft Contract agreement forms only to be filled by the successful Bidder after contract award.
2.	SECTION 6: GENERAL CONDITIONS OF CONTRACT (GCC)	
	6.5 <u>Terms and Conditions of Payment</u>	6.5 Terms and Conditions of Payment
	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form, provided in RFP, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SC are satisfied for such payment and the Consultant has submitted an invoice to the Client specifying the amount due.  As advance payment against advance payment guarantee is not applicable in this Contract, therefore no such guarantee shall be required to submitted by the selected bidder nor the same shall be entertained by APGCL.
	specifying the amount due.	



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SECTION 3, clause B.

## **Financial Eligibility Criteria**

Note1: For proof of Annual Turnover & Net Worth any one of the following documents must be submitted along with the bid:

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.

Or,

ii) Audited Balance Sheet along with Profit & Loss account for the years.

iii) The bidder should submit valid GSTN, PAN, Formation Certificate and Tax clearance certificate or equivalent statutory documents.

#### Note:

- The bidder shall be allowed to use the credential of their Parent and/or any group company for eligibility and evaluation for both technical and financial.
- For clarification purpose, a Group company must come under same ultimate holding company as that of the parent company.
- The Consultant shall furnish either of the following supporting documents to substantiate the above:
  - Audited annual report of the ultimate holding company, establishing the relationship between bidding entity and group companies.

(or)

ii. Any similar documents and accepted by APGCL, which establishes the relationship between bidding entity and group companies.

- Note1: For proof of Annual Turnover & Net Worth the following documents must be submitted along with the bid:
  - i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.
  - ii) Audited Balance Sheet along with Profit & Loss account for the **preceding 3 (three)** years.
  - iii) The bidder should submit copy of valid GSTN, PAN, Certificate of Incorporation/Registration and Tax clearance certificate or equivalent statutory documents. Foreign company may submit equivalent documents.

#### Note:

- The bidder shall be allowed to use the credential of their Parent and/or any group company for eligibility and evaluation for both technical and financial.
- For clarification purpose, a Group company must come under same ultimate holding company as that of the parent company.
- The Consultant shall furnish the following supporting documents to substantiate the above:
  - i. Audited annual report of the ultimate holding company, establishing the relationship between bidding entity and group companies.
  - ii. Any similar documents which establishes the relationship between bidding entity and group

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		companies.
4.	SECTION 7: SPECIAL CONDITIONS OF CONTRACT (SCC)	
	6.6 (New Clause)	6.6 (New Clause)
	Payment shall be made within 50 days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within 60 days in the case of the final payment. The invoice/ bill shall be submitted by the Consultant to the Chief General Manager (PP&I), APGCL for regulating the payment.	Payment shall be made within 50 days of receipt of the invoice and the relevant documents and acceptance of report submitted as per milestone mentioned in clause 6.5 SCC and within 60 days in the case of the final payment. The invoice/ bill shall be submitted by the Consultant to the Chief General Manager (PP&I), APGCL for regulating the payment.
5	Email Id: contact person	Email Id:
	manashkr.gogoi@apgcl.org	Copy of all correspondence to be mailed to contact person: ,
		saurav.saikia@apgcl.org

All other terms and conditions of the aforesaid E.O.I shall remain the same.

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for, Chief General Manager (PP&I), APGCL, Bijulee Bhawan, Ghy-01

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