

**PTC INDIA LIMITED
NEW DELHI**

Corrigendum No-01

Date: 22nd February 2018

Tender ref. No. PTC/MTFG/ESTIL/Tender/Purchase/01

The following are the corrigendum for the above mentioned Tender:-

4. Bid Security (EMD) / Bank Guarantee (BG): Format attached as Annexure –IV

5. Submission of Bid :

Last date/time for receipt of Tenders: 27th Feb 2018 at 15.00 Hours

Date/Time for Opening of Bids: 27th Feb 2018 at 15.30 Hours

7. Bid Validity Period:

The offer shall remain valid for a period of 15 days from the date of opening of the bid and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the Bidder withdraws or alters any terms and conditions during the validity period, EMD submitted by the Bidder shall be forfeited.

PTC India Limited

(Formerly known as Power Trading Corporation of India Limited)

CIN : L40105DLI999PLC099328

2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659138, 41659500. Fax: 011-41659142

E-mail: harishsaran@ptcindia.com Website: www.ptcindia.com

Annexure-IV

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of **PTC India Limited**, having its registered office at 2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi-110066 (hereinafter refer as PTC) for procurement of power during the period **from 01.03.2018 to 30.04.2018 on short term basis, issued the RfP Notice invitation for Bids vide RfP Notice Tender No: PTC/MTFG/ESTIL/Tender/Purchase/01 Dated 20.02.2018 and we** _____ **(Seller/Bidder Name) being a Bidder**, in response to the said Notice undertake to deposit EMD as per terms of the RfP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay "PTC India Limited" (hereinafter referred to as "Procurer") at Delhi forthwith on demand in writing from PTC/ Procurer behalf of "PTC India Ltd" , any amount up to and not exceeding Rs. _____ /- (Rupees _____ only), on behalf of M/s _____ **(Seller/Bidder Name)**

This guarantee shall be valid and binding on this Bank up to (30 days from the date of opening of bid) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rs. _____ /- (Rupees _____ only). Our Guarantee shall remain in force until (30 days from the date of opening of bid). The PTC/ Procurer shall be entitled to invoke this Guarantee until (30 days from the date of opening of bid).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

In order to give full effect to this Guarantee, PTC shall be entitled to treat the Bank as the principle debtor. PTC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time vary any of the terms and conditions contained in the said bidding documents to extend time for submission of the bids of the bid validity period for conveying acceptance of Letter of Award by PTC India Ltd or the period

PTC India Limited

(Formerly known as Power Trading Corporation of India Limited)

CIN : L40105DL1999PLC099328

2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659138, 41659500. Fax: 011-41659142

E-mail: harishsaran@ptcindia.com Website: www.ptcindia.com

for fulfilment and compliance with all or any of the terms and condition contained in the said bidding documents by PTC India Ltd or to postpone for any time or from time to time any of the powers exercisable by it against the PTC India Ltd and either to enforce or forbear from enforcing any of the terms and condition contained in the said Bidding Documents or the securities available to PTC , and the bank shall not release from its liability under these presents by any exercise by PTC of the liberty with reference to the matters aforesaid, act or omission on the part of the PTC or any indulgence by PTC to PTC India Ltd. or by any change in the constitution of PTC or its absorption, merger or amalgamation with any other person or any other matter thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only), and it shall remain in force till (30 days from the date of opening of bid).We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____

PTC India Limited

(Formerly known as Power Trading Corporation of India Limited)

CIN : L40105DL1999PLC099328

2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659138, 41659500. Fax: 011-41659142
E-mail: harishsaran@ptcindia.com Website: www.ptcindia.com