

Ref. No. _____

Dated: _____

M/s _____

**Disposal of Redundant, Old and Defunct Power Plants of LPGCL
ADDENDUM NO. 1**

The Bidding Documents for Disposal of Redundant, Old and Defunct Power Plant of LPGCL is amended as per the following details in accordance with Clause IB.7 "Amendment of Bidding Documents" of Instructions to Bidders.

- A) **Sub-Clause No./Title :** GCC Clause 1.1 f (iii) (Commencement Date)

Amendment:

The entire text of paragraph iii is substituted with the following:

"The Employer has received the 100% payment of the Contract Price from the Contractor of the respective Lot in case Option 1 is chosen by the Contractor or the Employer has received 1st Installment of the Contract Price from the Contractor of the respective Lot in case Option 2 is chosen by the Contractor."

- B) **Sub-Clause No./Title :** PCC Clause 14 (Payments and Schedule of Payments (GCC Clause 20) GCC Clause 20.1

Amendment:

The entire text of the Sub-Clause is substituted with the following:

"The Contract Price to be paid by the Contractor to the Employer shall be a lump sum amount and shall be paid by the Contractor by choosing one of the following two options:

Option 1:

Description	Percentage of the Contract Price	Payment Condition
Upfront payment	Hundred percent (100%)	Within seven (7) days after the signing of the Contract Agreement.

If the Contractor opts for Option 1, the Contractor shall be allowed to dismantle and remove any Asset from the Project Site after the Commencement Date.



Option 2:

Description	Percentage of the Contract Price	Time for Payment	Condition
1 st Installment	Thirty percent (30%)	Within seven (7) days after the signing of the Contract Agreement.	<ul style="list-style-type: none"> • Only dismantling allowed. • Material removal / taking out from the Project Site not allowed.
2 nd Installment	Twenty-five percent (25%)	Within thirty (30) days after the Commencement Date.	<ul style="list-style-type: none"> • Dismantling may continue. • After this payment, removal / taking out of only the following Assets from the Project Site shall be allowed: <ol style="list-style-type: none"> a) Electric generators (for clarity, turbines are not considered part of the electric generators) b) Motors c) Transformers d) Breakers and switchgear <p>(Cables of any type shall not be allowed to be removed / taken out from the Project Site)</p>
3 rd Installment	Twenty-five percent (25%)	Within sixty (60) days after the Commencement Date.	<ul style="list-style-type: none"> • Dismantling may continue. • If this installment is not paid within scheduled time period, the Contractor shall not be allowed to remove / take out the Assets mentioned under the 2nd Instalment from the Project Site until the due payment is made
4 th Instalment	Twenty percent (20%)	Within ninety (90) days after the Commencement Date.	<ul style="list-style-type: none"> • Dismantling may continue. • After this payment only, the Contractor shall be allowed to remove all the remaining Assets from the Project Site.

Notwithstanding above, the Contractor can remove / take out 100% of the Assets after payment of full Contract Price at any stage before 4th and final installment.

In the event that the successful and most advantageous Bidder/Contractor fails to make full payment of the bid price within ninety (90) days from the date of signing the contract, LPGCL shall issue a written notice of seven (7) calendar days to the Bidder/Contractor, requiring the payment of the outstanding amount.

If the Bidder fails to remit the remaining balance within the stipulated seven (7) calendar days, LPGCL reserves the absolute right to:

- 1- Forfeit all amounts paid or deposited by the Bidder/Contractor at his cost and expense;

- 2- Forfeit the Performance Guarantee at his cost and expense; and
- 3- Claim liquidated damages for delayed payment in accordance with Clause GC 20.2 of the Bidding Documents.

The rights and remedies available to LPGCL under this clause shall be without prejudice to any other legal or contractual remedies available to it.

- C) **Sub-Clause No./Title :** GCC Clause 27 (Transfer Deed in shape of Sale Certificate)

Amendment:

The word "Contract Price" in the Sub-Clauses 27.1 and 27.2 is substituted with the word "respective Contract value".

- D) **Sub-Clause No./Title:** PCC Clause 18 (Transfer Deed (GCC Clause 27.1)

Amendment:

The entire text of the paragraph (iv) is substituted with the following:

"Payment of the respective Contract value by the Contractor to the Employer;"



Chief Executive Officer
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