

July 11, 2019

Corrigendum – 01**Sub: Clarifications as per pre-bid meeting dated July 04, 2019.**

E-Tender Reference No.	EXIM/RFP/2019-20/021
E-Tender For:	E-Tender for Supply, Installation, Testing and Commissioning of 1 No. of 200 kVA DG set at EXIM Bank Data Centre, Mumbai.

With reference to the Tender EXIM/RFP/2019-20/021, following are the clarifications:**Query 01:** Request for release of advance payment.**Exim Bank Reply:** As per the e-tender eligibility criteria, no advance payment will be made. However, if the bidder wishes for any advance payment an equivalent amount of Bank Guarantee(BG) should be submitted to the Bank. Refer BG format attached as Annexure on this corrigendum.**Query 02:** Request for release of amount for DG-Set upon delivery at the site in case of no advance payment is made.**Exim Bank Reply:** Agreed. But, the Bank will pay 90% of the value of only DG-Set upon delivery at the site within 7 working days from the date of the receipt of the tax-invoice from the eligible bidder.

DGM(Dayanand)

GM(Uday)

For Approval Pls.

BANK GUARANTEE FOR ADVANCE PAYMENT

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Export-Import Bank of India,

Floor No.21, World Trade Centre Complex, Cuffe Parade, Mumbai-400005

Dear Sirs,

1. In consideration of the Export-Import Bank of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of work) and the Owner having agreed to make an advance payment to the Contractor (specify nature of work for which advance is given) not exceeding Rs. (in words & figures) as an advance against Bank Guarantee to be furnished by the Contractor.

2. We.....(Name & Address) having its Head office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said supplier(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or

commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing, whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to ₹ (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....