

**Corrigendum 02: Extension in Dates for Participating in E-Tender: MIGRATION AND UPGRADE OF MS SHAREPOINT (2013 to 2019) INTRANET WEBSITE for EXPORT-IMPORT BANK OF INDIA.**

Corrigendum	Details	Date
Corrigendum 01	Extension of Date of Pre-Bid Meeting	01 September 2022

Please refer to E-Tender Reference No. EXIM/RFP/2022-23/14 for “E-Tender: MIGRATION AND UPGRADE OF MS SHAREPOINT (2013 to 2019) INTRANET WEBSITE for EXPORT-IMPORT BANK OF INDIA” the last date for submission of Tender through E-procurement module is extended up to October 10, 23, 2022, 05:00 P.M and bidders query is mentioned in **Annexure I**. In case of query, bidders are advised to communicate on email before submission of their bids against this tender.

The details are as follows:

<b>Tender Reference No.</b>	<b>EXIM/RFP/2022-23/14</b>
<b>Last Date of Acceptance of E-Tender Documents- IP Agreement</b>	October 10, 2022, 05:00 p.m.
<b>Date &amp; time for Bid Submission of Tender</b>	October 10, 2022, 05:00 p.m.
<b>Date &amp; time for Opening of Tender</b>	October 11, 2022, 11:00 a.m.

All other terms and conditions of the tender document will remain unchanged. The tender document is available on our website <https://www.eximbankindia.in>.

Sd/-

(Kiran Patil)

Deputy General Manager  
Information Technology Group

**Annexure I**  
**Bidder's Query**

<b>Sr.No.</b>	<b>Page No.</b>	<b>Section</b>	<b>Clause</b>	<b>Query</b>	<b>EXIM Response</b>
1	62 Point No.2	Termination Clause	If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.	PBG Percentage is nowhere mentioned in the RFP.	PBG (Performance Bank Guarantee) will be 10% of the overall implementation cost.

Where Appendix I (Bank Guarantee for EMD) **and** Appendix II (Performance Bank Guarantee).

## **Appendix I**

### **Bank Guarantee for EMD**

(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-400025

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (Here in after called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto ..... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (Local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by Export-Import Bank of India, the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. 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 authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....  
(Signature)  
.....  
(Name)  
.....

(Official Address)  
Attorney as per Power of Attorney No.....

.....  
(Signature)  
.....  
(Name)  
.....

(Designation with Bank Stamp)

Dated.....

**Appendix II**  
**PERFORMANCE BANK GUARANTEE**

(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-400025

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 Contract) and the Contractor having agreed to
- 2 Provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs... (In words & figures).
- 3 We.....(Name & Address of Bank Branch) 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 Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding 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.

- 4 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 extent 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 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.

- 5 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.

- 6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

- 7 Notwithstanding anything contained hereinabove:

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8.1 Our liability under this guarantee is restricted to `..... (In words & figures).

8.2 This Bank Guarantee will be valid upto .....; and

8.3 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 authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

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

Dated.....

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)