

CHENNAI METRO RAIL LIMITED

TENDER NO.CMRL-L&E-01-2017

Design, Manufacture, Supply, Installation, Testing & Commissioning, Training of Personnel and Comprehensive Maintenance Services for Lifts and Escalators for Subways at Chennai Central (SCC) and Kilpauk (SKM) Metro Stations.

Addendum-3

S.No	Clause of Bid document	Original Clause	Revised Clause
1	Instruction to Tenderers (ITT) 5.1 – Earnest Money Deposit (EMD) Page 11	The bidder shall furnish, as EMD, an amount of INR 9,22,000/- (Rupees Nine lakhs twenty two thousand only) in the form of Bank Draft from a scheduled PSU bank approved by Reserve Bank of India in favour of “Chennai Metro Rail Limited” with a validity of 90 days or a unconditional Banker’s Guarantee from a Scheduled PSU Bank approved by Reserve Bank of India for a value of INR 9,22,000/- (Rupees Nine lakhs twenty two thousand only) valid for 90 days, payable at a designated Bank Branch located in Chennai.	The bidder shall furnish, as EMD, an amount of INR 9,22,000/- (Rupees Nine lakhs twenty two thousand only) in the form of Bank Draft from a scheduled PSU bank approved by Reserve Bank of India in favour of “Chennai Metro Rail Limited” with a validity of 90 days or a unconditional Banker’s Guarantee from a Scheduled PSU Bank approved by Reserve Bank of India for a value of INR 9,22,000/- (Rupees Nine lakhs twenty two thousand only) valid for 90 days, payable at a designated Bank Branch located in Chennai. <u>Refer to Annexure-1 in pages 2 to 4 in Addendum-3 for the Format for Banker’s Guarantee.</u>
2	Annexure 9 – Appendix A Power of Attorney for Signing of Bid Page 98 Submission of our bid for the award of the license for “Provision of Station Management Services for seven stations of CMRL of Stage 2A” for which proposals are invited by Chennai Metro Rail Limited, (CMRL)..... Submission of our bid for the award of the <u>tender for “ Design, Manufacture, Supply, Installation, Testing & Commissioning, Training of Personnel and Comprehensive Maintenance Services for Lifts and Escalators for Subways at Chennai Central (SCC) and Kilpauk (SKM) Metro Stations ”</u> for which proposals are invited by Chennai Metro Rail Limited, (CMRL).....

**Chief General Manger (Electrical Inspection)
Chennai Metro Rail Limited**

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Annexure-1

BANK GUARANTEE FOR TENDER SECURITY/EARNEST MONEY DEPOSIT OF TENDER

To
Chennai Metro Rail Limited
CMRL Depot, Admin Building
Poonamallee High Road
Koyambedu 600 107.

1. WHEREAS _____ (Name and Address of the Tenderer hereinafter called the "Bidder") has undertaken for submission of Tender in pursuance of contract _____ (description of the contract work of Chennai Metro Rail Project to be specified, hereinafter called "the Tender").

2. AND WHEREAS it has been stipulated in the concerned Tender notification issued by Chennai Metro Rail Limited (CMRL) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, herein after called the Employer) to the bidder that the bidder shall furnish to EMPLOYER (CMRL) with a Bank Guarantee as per the conditions of the Tender, from a Scheduled Commercial Bank in India for the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. AND WHEREAS we _____ (the name and full address of the Bank including Email address) having registered office at _____ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the contractor such a Bank Guarantee, drawn and payable at Chennai _____ through Chennai _____ Branch.

4. NOW therefore, we hereby affirm that we are the guarantor and responsible to EMPLOYER (CMRL) and their successor, on behalf of the bidder up to a total sum of Indian Rupees of Rs. _____ (amount of Guarantee to be specified in figure and words), such sum being payable equal to the currencies in which the contract price is payable and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay Employer (CMRL), upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee _____ (Bank guarantee amount to be specified) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (CMRL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Chennai Tamil Nadu, India.

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6. This Bank Guarantee shall be encashed unless renewed by the contractor at the request of the Employer, before the due date.

7. The Bank is liable to pay the EMPLOYER (CMRL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (CMRL). The Bank will pay the money required by the EMPLOYER (CMRL) immediately on demand without delay without reference to the bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or short comings or debts of the bidder.

8 . CMRL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the bidder shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (CMRL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (CMRL), without the consent of the bidder and without referring the matter to the bidder.

9. Courts at Chennai, Tamil Nadu, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the bidder or change in the constitution of the issuing bank.

11. This guarantee is executed and issued by Shri _____ who is /are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being

12. The Banks liability under this Guarantee shall not exceed the amount of INR _____ (to be specified in words and figures _____).

13. This guarantee shall be valid for (period to be specified) till _____ (Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:.

a) Payment by the Bank of the Guaranteed sum in full to the Employer/CMRL

or

Chennai Metro Rail Limited

b) Receipt of written communication from the Employer/CMRL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE
GUARANTOR NAME OF THE
BANK _____

DATE: _____