



## केन्द्रीय भण्डारण निगम

(भारत सरकार का एक उपक्रम)

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

क्षेत्रीय कार्यालय, मुम्बई, सेक्टर - 20, तुर्भे रेलवे स्टेशन के पास, नवी मुम्बई - 400 703

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No: B-V/H&T/ICD PUNE/2017-19

Date: 25.01.2017.

### **CORRIGENDUM**

This is with reference to tender document pertaining to H&T and LDT Contract for ICD Pune floated on 06.01.2017 vide NIT No. B-V/H&T and LDT/ICD Pune/2017-19 dated 06.01.2017.

It is informed that Tenderer not having stipulated experience can participate in H&T and LDT contract, where the total estimated value of contract for handling & transport and LDT is less than Rs. Five Crore. However, the tenderer will have to submit an additional performance guarantee (besides security deposit) in form of Bank Guarantee of 10% of total contract value. The proforma of Bank guarantee is given as under.

#### **Annexure-XVIII.**

**Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee [where tenderer does not have requisite experience as stipulated in the Tender].**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this \_\_\_\_ day of \_\_\_\_ between \_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_ [place] and one of its local offices at \_\_\_\_ (hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, HauzKhas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS M/s \_\_\_\_\_ [hereinafter referred to as "Tenderer") having its registered office at \_\_\_\_\_ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender

for Handling & Transport Contract and LDT at \_\_\_\_\_(name of the centre).

WHEREAS the Tenderer as per clause no. \_\_\_ of terms and conditions of the tender No.

\_\_\_\_dated\_\_\_\_has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs.

\_\_\_\_ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

**NOW THIS WITNESSETH:**

[1] That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. \_\_\_\_\_(Rupees\_\_\_\_\_).

[2] This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.

[3] The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.

[4] Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).

[5] This Guarantee shall remain in force and effective upto \_\_\_\_ and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

[6] The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.

[7] Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the

Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.

[8] Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before \_\_\_\_\_ the Surety shall be discharged from all liabilities under Guarantee thereafter.

[9] The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank  
Seal)

(Banker's Name and

CWC, RO, MUMBAI.