

**Central Electronics Limited**  
**Materials Management Division**

Date: - 18.10.18

Corrigendum-VII

Ref: - Tender Notice No. C-2(b)/RC/0500/0127/2018

Sub: - Supply, Installation, Testing and Commissioning of IP Based CCTV System in one of the Govt. Agency

1. Annexure-G “performance Bank Guarantee” may be read as per Annexure-K enclosed.

All other terms and conditions will remain unchanged.

Any techno-commercial changes brought by customer in their tender, the same will be applicable in the above referred tender, and the successful bidder will have to abide by that.

For CENTRAL ELECTRONICS LIMITED  
-sd-  
GENERAL MANAGER  
MATERIALS MANAGEMENT DIVISION

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

To ,  
 Central Electronics Limited,  
 A Public Sector Enterprise,  
 4, Industrial Area,  
 Sahibabad – 201 010 (U.P.)

1. **By a Tender No. .... dated .....** (the "Tender") floated by **Central Electronics Limited, 4, Industrial Area, Sahibabad-201010, U.P.** (the "Buyer") for ..... and unreservedly accepted by M/s..... a company incorporated under the companies act, 1956 and having its **Regd. Office ..... Works at ..... and office at .....** (the "Bidder"), the bidder has agreed to participate in the above Tender and for such consideration and subject to such covenants, condition and stipulation as provided in the Tender including but not limited to a stipulation that the Bidder shall furnish to the Buyer an irrevocable and unconditional Bank Guarantee towards Earnest Money Deposit for the value of **(Currency) ..... (Amount) .....** in favour and to the satisfaction of the Buyer to ensure the due performance of all its obligations and liabilities by the Bidder under and in terms of the tender..
2. **Accordingly, in consideration of the premises, and other good and valuable consideration .....** (the "Bank") **having its head office at .....** **undertakes assures** and agrees with the Buyer as follows:-
  - a) The Bank, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely guarantees, as a continuing guarantees, during its currency to the Buyer (its successors and assigns) full complete and prompt performance of the obligations and liabilities by the Bidder, w.r.t ..... including but not limited to the financial liabilities of the Bidder to the Buyer for any payment, repayment, refund or otherwise of any money, or any other dues claim or demand of the Buyer against the Bidder (Collectively called the "Guaranteed Obligation").
  - b) The bank hereby further irrevocably and unconditionally guarantees and undertakes to the Buyer that if the Bidder, in any manner, defaults in the performance in the Tender or any Guaranteed Obligations, then the Bank shall without demur upon the first demand by the Buyer, pay to the Buyer forthwith in full the amount due to or claimed or demanded by the Buyer from the Bank without any deduction and withholding and free from any claim by the Bank or any other person. The obligations of the bank hereunder shall be absolute in all respects and the demand so made by the Buyer shall be conclusive and binding on the Bank, regardless of any dispute, difference of proceeding pending or threatened between the Buyer and Bidder or any other person in Court of Law, arbitration or otherwise.
  - c) It is a strict condition of this Guarantee that the Bank shall not be discharged or released from the Guaranteed Obligations undertaken by it, nor shall the Bank's liabilities and obligation hereunder diminish, by virtue of any new arrangements between the Buyer and the Bidder or any variations in the contract mutually made, or any indulgence or forbearance by the Buyer to the Bidder at any time as regards any of the Guaranteed Obligations with or without knowledge or consent of the Bank, provided that in no case the financial liabilities of the Bank shall be increased without its prior concurrence.
  - d) This Guarantee shall not be released by the Bidder furnishing to the Buyer any other security under and in terms of the contract nor shall the Buyer be obliged to purse such security as a condition precedent to exercising any of its rights hereunder.
  - e) This Guarantee shall come into force from the date of issuance i.e. \_\_\_/\_\_\_/. The Guarantee shall remain valid and effective up to ---/ ---/ --- i.e 90 days from issuance of this Bank Guarantee until the Bidder duly and fully performs and completes all its financial and other obligations under

and in terms of the Tender, or the Guaranteed Obligations are discharged by the Bank hereunder, whichever is earlier.

- f) This Guarantee shall not be discharged or be rendered ineffective by change in the constitution of the Bank or Buyer or the Bidder and shall nevertheless continue to be binding on its respective successor-in-interest or assign. Nor shall this Guarantee be discharged by the Buyer recovering its dues, claims or demands partially from the Bank in respect of any of the remaining Guaranteed Obligations hereunder. This Guarantee is and shall always be deemed to be a continuing Guarantee during its currency.
- g) This Guarantee shall be governed by and construed and interpreted in accordance with the laws and courts in **New Delhi** shall have exclusive jurisdiction in this regard.
- h) Notwithstanding anything to the contrary we agree that decision of the Buyer as to whether the Bidder has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask Buyer to establish claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
- i) The guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same. The Guarantor represents and confirms that the signatory of the Guarantee has the legal capacity, power and authority under the delegations of powers and notification made under general regulation and resolutions in this regard to issue this Guarantee and that giving of this Guarantee.

3. Notwithstanding anything herein contained the maximum financial liability of the Bank shall not in any circumstances exceed Rs.....

Notwithstanding anything contained herein above:

- i. Our Liability under this Guarantee shall not exceed Rs..... (Rupees ..... only).
- ii. This Bank Guarantee shall be valid up to and including --/--/--.
- iii. We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive a written claim or demand under this guarantee on or before --/--/--.

Place:

Date:

Signature of the Bank with seal

Full address of Bank:

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.....  
.....

Witness:

1) Name: \_\_\_\_\_ Signature\_\_\_\_\_

2) Name: \_\_\_\_\_ Signature\_\_\_\_\_