

**Amendment-II dated:11.11.2024 for “Procurement & Installation of 15 no. of Monitors at CTUIL new office building at IRCON International Tower- 1, Sector-32, Gurugram”, GeM bid No.: GEM/2024/B/5487696 Dated:18.10.2024**

Sl. No.	Clause ref.	Existing provision	Amended as															
1.	GTC, Clause 7(ii), PERFORMANCE SECURITY/EPBG:	Requirement of ePBG kept “No”	<p><b>Supplementing the referred provision of GTC with the following:</b></p> <p><b>CONTRACT PERFORMANCE GUARANTEE/PERFORMANCE SECURITY/EPBG:</b></p> <p>i. The amount of Performance Security/CPG/ePBG shall be <b>5%</b> of the Contract Price.</p> <p>ii. The successful Bidder to whom the work/Service is awarded shall be required to furnish a Contract Performance security in favour of the Employer. The performance security shall, at the Consultant’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer or in the Form of unconditional Bank Guarantee in proforma enclosed as Annexure-A, from a bank acceptable to the owner, within fifteen Days (15) of award of contract on GeM.</p> <p>iii. Alternatively, if performance security is to be submitted in favor of CTUIL, the same can be submitted as online payment through National Electric Funds Transfer (NEFT)/Real-time gross settlement (RTGS). Details of Bank Account for transfer of tender through NEFT/RTGS are as follows:</p> <table border="1" data-bbox="772 980 1591 1222"> <tr> <td>Beneficiary Name</td> <td>:</td> <td>Central Transmission Utility of India Ltd</td> </tr> <tr> <td>Bank Name</td> <td>:</td> <td>ICICI Bank</td> </tr> <tr> <td>Branch Address</td> <td>:</td> <td>Plot No. 2, Sec-29, Gurgaon, Haryana</td> </tr> <tr> <td>Account No.</td> <td>:</td> <td>057205000382</td> </tr> <tr> <td>IFSC Code</td> <td>:</td> <td>ICIC0000572</td> </tr> </table> <p>The copy of Online Payment Acknowledgement generated subsequent to the payment shall be submitted by the Contractor/Service Provider/Seller.</p>	Beneficiary Name	:	Central Transmission Utility of India Ltd	Bank Name	:	ICICI Bank	Branch Address	:	Plot No. 2, Sec-29, Gurgaon, Haryana	Account No.	:	057205000382	IFSC Code	:	ICIC0000572
Beneficiary Name	:	Central Transmission Utility of India Ltd																
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IFSC Code	:	ICIC0000572																

			<p>iv. No interest shall be payable by the Employer on the performance Security.</p> <p>v. During execution of contract the seller/Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through IMPS/NEFT, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</p> <p>The Bank Guarantee for Performance Security are to be provided by the Contractor, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.</p> <p>vi. Alternatively, in place of submission of Contract Performance Guarantee, Contractor may opt for deduction of CPG amount <b>from the Bill of the contractor</b> as Security Deposit.</p> <p>vii. Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, for ensuring due performance of the contract. However, if the contract period is extended then the validity of the Contract Performance Guarantee is to be correspondingly extended by the Consultant.</p> <p>viii. The contractor has the option to submit BG (towards Performance Security) using SFMS</p>
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			<p>Platform.</p> <p>At the time of issuance of the BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTUIL), in the Advising Bank field in their Trade Finance Portal for BG issue. The Account details of CTUIL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:</p> <ul style="list-style-type: none"> <li>• Account No. : 40007029694</li> <li>• IFSC Code : SBIN0017313</li> <li>• Branch : CAG-II New Delhi (17313)</li> </ul> <p>Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the end of the proforma of the Bank Guarantee (i.e. end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)</p> <p><b>“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”</b></p> <p>ix. In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form.</p> <p>The Contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the bid documents.</p> <p>x. The Contract Performance Guarantee will be returned to the Consultant, without any interest, at the end of Contract validity period and on successful completion of scope of the work, whichever is later.</p>
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**1. PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

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

Bank Guarantee No. .... Date.....

NOA/Contract No/GeM Contract Order No.....

.....[Name of the Contractor].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

Generated through GeM portal on .....(insert date of the GeM Contract Order)..... between you and M/s ..... (Name of The Contractor) .....,

**(or)**

vide GeM Contract Order Generated through GeM portal on ..... (insert date of the GeM Contract Order)....by you to M/s ..... (Name of The Contractor) .....,

having its Principal place of business at .....(Address of The Contractor) ..... and Registered Office at .....(Registered address of The Contractor) ..... ("the The Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees issued by Consultant for those Contracts awarded to them]

By this letter we, the undersigned, .....(insert name & address of the issuing bank) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to ..... i.e., five percent (5%) of the Contract Price until 02(two) months beyond scheduled date of final acceptance of work i.e., upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the *The Contractor* to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the *The Contractor* to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond scheduled date of final acceptance of work i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the *The Contractor*, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.”

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

email\_\_\_\_\_

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

*This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758.*

Unquote

4. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 12.1.4 Section-III, conditions of contract in their Trade Finance Portal.**

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:**

**“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”**