

OPERATION & MAINTENANCE OF Turrial H. E Plant (60 MW), Mizoram, India

NIB No. 354 dated 28.04.2020

PRE-BID CLARIFICATIONS 3 dtd. 02/06/2020

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Format as per Bid Document.</u>	<u>Bidder's query</u>	<u>Reply by NEEPCO</u>
1.	Section – VIII : Format for EMD BG	We, the (Name & address of the Bank) having registered office at..... (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation	We, the Punjab National Bank (erstwhile Oriental Bank of Commerce) operating through its branch at having its Corporate Office at Plot No. 4, Sector-10, Dwaraka, New Delhi-110075 (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.	Agreed.
2.		That it shall continue to be enforceable until the Guarantee is fully discharged.	That it shall continue to be enforceable until the Guarantee is fully discharged. (to be deleted)	Not agreed.
3.		And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.	And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and Contractor and such instructions of extension be made to the bank.	Not agreed.
4.		The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.	The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made, unless otherwise.	Not agreed.