

TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

**Tender for Selection of Bidder for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING MEP WORKS
(ELECTRICAL HT/LT, DG Set, LIFT, HVAC & ELV) OF FINTECH TOWER AT FINTECH CITY IN NANDAMBAKKAM
VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT**

Tender Notice NIT. No. TIDCO/Fintech Tower/2024-25, Dated 18.08.2024

EMD CORRIGENDUM

Sl.No.	Reference	Contents of RFP	Amended Clause
1.	COVER-I, TECHNICAL BID, TENDER NOTICE,CLAUSE 4, EARNEST MONEY DEPOSIT (EMD), PAGE 2 OF 66	An EMD shall be paid only through the online payment mode via tntenders.gov.in	i) An EMD shall be paid through the online payment mode via tntenders.gov.in . or ii) EMD shall also be submitted in the form of bank guarantee from a Scheduled Commercial Bank in India in favour of M/s TIDCO having validity for a period of 180 days from last date of receipt of bids. Bidder shall upload scanned copy of EMD bank guarantee along with bid documents. Hardcopy of the original EMD bank guarantee shall be submitted to TIDCO office within 4 working days from opening of technical bid.
2.	COVER-I, TECHNICAL BID, CHECKLIST, CLAUSE 23, PAGE 13 OF 66	Copy of bank online transaction details for payment of EMD	Copy of EMD Details
3.	COVER-I, TECHNICAL BID, SECTION-II, PRE-	Earnest Money Deposit of Rs. 48,28,260/- (Rupee Forty Eight Lakhs Twenty Eight Thousand Two Hundred and Sixty only) through online payment mode. The EMD amount should be the exact	Earnest Money Deposit of Rs. 48,28,260/- (Rupee Forty Eight Lakhs Twenty Eight Thousand Two Hundred and Sixty only) through online /Bank guarantee payment mode. The EMD amount

Sl.No.	Reference	Contents of RFP	Amended Clause
	<p>QUALIFICATION TENDER NOTICE, CLAUSE-8, EARNEST MONEY DEPOSIT (EMD) PAGE 27 OF 66</p>	<p>amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.</p> <p>i Bid Security shall be paid via The Tamil Nadu Government e-procurement system (tntenders.gov.in) only.</p> <p>ii Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.</p> <p>iii The bank transaction details shall be submitted along with the proposal i.e., Technical Bid. Bids which are not accompanied with the scanned copy of bank transaction details of Bid Security will be rejected as Non- Responsive Tender</p> <p>iv Bid Security of the unsuccessful TENDERERS shall be refunded through The Tamil Nadu Government e-procurement system</p> <p>v The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.</p>	<p>should be the exact amount and no excess or less amount should be transferred. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.</p> <p>i). Bid Security shall be paid via The Tamil Nadu Government e-procurement system (tntenders.gov.in).</p> <p>ii). EMD shall also be submitted in the form of bank guarantee from a Scheduled Commercial Bank in India in favour of M/s TIDCO having validity for a period of 180 days from last date of receipt of bids. Bidder shall upload scanned copy of EMD bank guarantee along with bid documents. Hardcopy of the original EMD bank guarantee shall be submitted to TIDCO office within 4 working days from opening of technical bid.</p> <p>iii). The EMD details shall be submitted along with Technical Bid. Bids which are not accompanied with the scanned copy of bank transaction details / scanned copy of EMD BG will be rejected as Non- Responsive Tender. Also, if the hardcopy of original EMD Bank guarantee is not submitted to TIDCO office within 4 working days from opening of technical bid, the bid will be rejected as non-responsive tender.</p> <p>iv). Bid Security of the unsuccessful TENDERERS shall be refunded through The Tamil Nadu Government e-procurement system or EMD in the form of BG will be returned after completion</p>

Sl.No.	Reference	Contents of RFP	Amended Clause
			<p>of selection process or at the expiration of bid validity period of 180 days from the last date of Submission of Tender, whichever is earlier.</p> <p>v). The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.</p>
4.	COVER-I, TECHNICAL BID, PRE-QUALIFICATION TENDER NOTICE, CLAUSE 15(c) OPENING OF BIDS, PAGE 31 OF 66	In all cases, the technical bid without the bank transaction details for EMD Payment (NEFT/RTGS details) will be declared non-responsive and will not be opened.	<p>In all cases, the technical bid without EMD payment details will be declared non-responsive and will not be opened</p>
5.	GENERAL	Format of EMD BG	<p>For Format of EMD BG, Refer Annexure - 2 attached with this document.</p>
6.	GENERAL	BANK DETAILS OF TIDCO:	<p>BANK DETAILS OF TIDCO:</p> <p>1. Beneficiary Name: Tamilnadu Industrial Development Corporation Ltd.</p> <p>2. Name of the Bank: Indian Bank</p> <p>3. Address of the Bank: No.26, Ethiraj Salai, Egmore, Chennai -105</p> <p>4. Branch: Ethiraj Salai</p> <p>5. Account No.: 422162951</p> <p>6. Type of Account: Current Account</p> <p>7. IFSC/RTGS Code No: IDIB000C032</p>

**Managing Director
TIDCO**

ANNEXURE II
EMD BG FORMAT

<to be executed on stamp paper of appropriate value>

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY
DEPOSIT**

Date: _____

To,
M/s Tamilnadu Industrial Corporation Limited,
No.19-A, Rukmini Lakshmipathi Road,
Egmore, Chennai-600008

Bank Guarantee No.: _____

This Deed of Guarantee executed by the, _____ Bank, constituted under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 having its Registered Office at _____ and its Central Office at _____ (hereinafter referred to as “**the Bank**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, executors and/or assigns) in favor of Tamilnadu Industrial Corporation Limited, a company incorporated under the Companies Act, 2013 and having its Registered Office at No.19-A, Rukmini Lakshmipathi Road, Egmore, Chennai-600008 (hereinafter referred to as the “**TIDCO**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, and/or assigns).

WHEREAS ‘M/s _____, a company incorporated under the Companies Act, 1956/ Companies Act, 2013 having its Head Office at _____, hereinafter called “**Bidder**” (which expression shall include its successors, administrators, executors and/or permitted assigns) has represented to us that it intends to participate in the Bid for **Supply, installation, testing and commissioning of MEP Works (Electrical HT/LT, DG Set, Lift, HVAC & ELV) of Fintech Tower at Fintech City in Nandambakkam Village, Alandur Taluk, Chennai District**

AND WHEREAS under the terms thereof, as represented by the Bidder and as verified by us, an irrevocable Bank Guarantee in lieu of Earnest Money Deposit for an amount of **Rs** _____ and operative till _____ days is required to be submitted by the Bidder as a condition precedent for participation in the said Bid, which amount is liable to be forfeited on the happening of any of the events, contingencies mentioned in the Bid Document, of which we are aware.

Now, therefore, we the _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and branch office at _____ (hereinafter referred to as the “**Bank**”) do hereby undertake and agree as follows:

- Irrevocably guarantee and undertake to pay TIDCO immediately on demand any or, all monies payable by the Bidder under the said contract to the extent of Rs _____ /- (Rupees _____ only) as

aforesaid at any time up to _____ without any demur, reservation, contest, recourse to TIDCO or protest and/or without any reference to the Bidder.

- Guarantee that the guarantee hereby contained shall be irrevocable and shall continue to be enforceable till TIDCO discharges this guarantee. We undertake to pay TIDCO, merely upon its first written demand declaring the Bidder to be in default under the Contract, without demur, reservation, contest, recourse to TIDCO, protest, cavil or argument and without referring to any other sources (including the Bidder), any sum or sums within the limits of Rs _____ /- (Rupees _____ only) as aforesaid, without TIDCO needing to prove or to show grounds or reasons for its demand or the sum specified therein.
- Agree that the guarantee herein contained shall continue to be enforceable till the sum due to the TIDCO is fully paid and claim satisfied or till _____, whichever is earlier.
- Agree that Bank's liability being absolute and unequivocal, any such demand made by TIDCO shall be conclusive and binding on the Bank as regards the amount due and payable by the Bank under this Guarantee, notwithstanding any difference between TIDCO and Bidder or any dispute or disputes raised/pending before any court, tribunal, arbitrator or any other authority.
- Further agree that TIDCO shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or extend time of performance by the Bidder from time to time or to postpone for any time or time to time any of the powers exercisable by TIDCO against the Bidder and to enforce or to forbear to enforce any of the covenants contained or employed in the said Contract or any other course of remedy or security available with TIDCO and we shall not be relieved from our obligation, liabilities or any of them by reasons of such variations, or extension being granted to the Bidder or for any forbearance, act or omission on the part of TIDCO or any indulgence by TIDCO to the Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us
- Undertake not to revoke this guarantee during its currency without the previous written consent of TIDCO
- The liability of the Bank to make payment to TIDCO as stated hereinabove shall not be discharged, released, affected or impaired in any way by reason of any one or more of the following:
 - a) any dispute between TIDCO and the Bidder;
 - b) any suit or proceeding regarding the subject matter of the Contract;
 - c) insolvency, liquidation, winding up, dissolution or cessation of business by the Bidder;
 - d) any negligence, omission or failure on the part of TIDCO to commence any proceedings against the Bidder under the Contract; or
 - e) any concession, failure, time or leniency granted to the Bidder by TIDCO.
- Further agree that the decision of TIDCO as to the amounts payable by the Bank to TIDCO hereunder shall be final, conclusive, and binding on the Bank.
- Also agree that TIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee TIDCO may have in relation to the Bidder's liabilities

- This guarantee will not be discharged due to the change in the constitution of the Bank or of the Bidder or of TIDCO.
- Reiterate that any demand for payment under the guarantee must be received by us at the issuing bank on or before _____. Should we receive no claim from TIDCO by the expiry date, this guarantee shall become null and void, without need for any other advice and even if this document is not returned to us
- Declares that it has power to issue this Guarantee and the undersigned has full power to approve execution, delivery and the performance of the Guarantee

Provided that the liability of the Bank under this Guarantee shall not exceed the said amount of Rs_____ /- (Rupees_____ only). Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in Bangalore and shall be governed by and construed in accordance with the Laws of India.

This security is valid until the _____ day of _____ month of _____.

This Bank Guarantee shall be extended from time to time for such period (not exceeding one year), as may be desired by the Bidder on whose behalf this Guarantee has been given.

Notwithstanding anything contained herein above:

- Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only)
- This guarantee shall remain in force until _____
- Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be released and discharged from all liability thereunder whether or not the original guarantee is returned to us.

Date _____

Place _____

Signature _____

Printed Name _____

Designation _____

Bank's common seal _____

Authority

Witness With full name & Address

(1) _____

(2) _____