



महामना पंडित मदन मोहन मालवीय कैंसर केंद्र एवं होमी भाभा कैंसर अस्पताल  
MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE  
& HOMI BHABHA CANCER HOSPITAL  
(टाटा स्मारक केंद्र की इकाईयाँ / Units of TATA MEMORIAL CENTRE)  
परमाणु ऊर्जा विभाग, भारत सरकार / DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA  
वाराणसी, उत्तर प्रदेश - २२१००५ / VARANASI, UTTAR PRADESH - 221005



Date: 27/04/2023

## **CORRIGENDUM No. 1**

Reference to the Open Tender Ref. No. HBCH/MPMMCC/HRD/TENDER/TECHNICAL & NON-TECHNICAL/2023/01 Dated 12.04.2023 for intends to hire Manpower Services Technical & Non-Technical (Semi-skilled, Skilled & Highly Skilled Category) and Pre-Bid meeting held on 26/04/2023 to clarify the doubts of bidder's.

**Accordingly, the Form of Bank Guarantee Bond for EMD is enclosed.**

**All other terms and conditions will remain the same.**

Please visit TMC website [www.tmc.gov.in](http://www.tmc.gov.in) & CPP Portal.

**Dy. Administrative Officer (HRD)**

FORM OF BANK GUARANTEE BOND for E.M.D

In consideration of the Director, HBCH/ MPMMCC, Varanasi having agreed under the "Notice Inviting Tender and tender documents" (hereinafter called "the said tender documents"), between .....and M/s. .... (hereinafter called "the said Contractor(s)"), for the tendered work ..... (hereinafter called "the said work") having agreed to production of a irrevocable Bank Guarantee for Rs. .... (Rupees ..... only), as an Earnest Money / guarantee from the Contractor(s) for compliance of his obligations in accordance with the said tender documents.

1. We .....(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Director, HBCH / MPMMCC, Varanasi an amount not exceeding Rs. ....(Rs.....only) on demand by the Director, HBCH/ MPMMCC, Varanasi.

2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Director, HBCH/ MPMMCC, Varanasi stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said bank, further undertake to pay to the Director, HBCH/MPMMCC, Varanasi any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the due fulfillment of the said tender documents and that it shall continue to be enforceable till all the dues of the Director, HBCH/ MPMMCC, Varanasi under or by virtue of the said tender documents have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the Director, HBCH/ MPMMCC, Varanasi certifies that the terms and conditions of the said tender



documents have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of Bank) further agree with the Director, HBCH/MPMMCC, Varanasi that the Director, HBCH/MPMMCC, Varanasi shall have the 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 tender documents or to extend time of tender validity by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, HBCH/ MPMMCC, Varanasi against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reason of any such extension given by the said Contractor(s) or for any forbearance, act of omission on the part of the Director, HBCH/MPMMCC, Varanasi or any indulgence by the Director, HBCH/ MPMMCC, Varanasi to the said Contractor(s) 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Director, HBCH/MPMMCC, Varanasi in writing.

8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated

the ..... day of ..... for .....(indicate the name of Bank).

