



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,  
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200**

**E-TENDER NO: MMTC/CO/COMP/EXCHANGE/2013/1**

**Date: 29.12.2016**

MMTC Limited Invites E-Tender for making Microsoft Server Exchange 2003 operational at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.

### **1.0 BACKGROUND:**

MMTC was established in 1963, and is today India's leading international trading company. It is the first international trading company of India to be given the coveted status "SUPER STAR TRADING HOUSE" and it is the first Public Sector Enterprise to be accorded the status of "GOLDEN SUPER STAR TRADING HOUSE" for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, and Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans more than 85 countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

### **2.0 OBJECTIVE: -**

MMTC Microsoft Exchange 2003 Server was operational in MMTC Limited till May'2013. After that MMTC has shifted its emailing services on NIC portal. The server is being used as a mail backup server and is accessed as and when required by the concerned officials. As on date the database is not mounting and giving error "An internal processing error has occurred. Try restarting the Exchange System Manager or the Microsoft Information System Services of both". Our objective is to get the exchange server make operational.

### **3.0 ELIGIBILITY CRITERIA:**

3.1. The bidder must be an Indian entity and registered in India as a partnership/proprietorship/Company under the Companies Act (2013).

Relevant supporting documents i.e. Copy of Certificate of Incorporation issued by Registrar of Companies, Article & Memorandum of Association/partnership deed, PAN Card., VAT/ Service Tax registration certificate to be submitted.

3.2. The company/firm must have implemented or provided service for Microsoft Products (Microsoft Windows Server, Work experience on Preparation of DC, ADC and Microsoft Exchange Server). (At least one work order and completion certificate to be enclosed)

3.3 The bidder should have a turnover from IT products and services of atleast Rs.5 Crore in the last financial year FY 2015-16. (Audited Financial Statement to be enclosed, CA Certificate for turnover of Rs.5 crore or more from IT products and services for FY 2015-16).

The documentary evidence in respect of all the above points will have to be provided along with Technical bid. Technical Bid not accompanied by documentary evidence are liable to be rejected.

#### **4.0 SCOPE OF WORK: -**

MMTC Microsoft Exchange 2003 Server was operational in MMTC Limited till May'2013. After that MMTC has shifted its emailing services on NIC portal. The server is being used as a mail backup server and is accessed as and when required by the concerned officials. As on date the database is not mounting and giving error "An internal processing error has occurred. Try restarting the Exchange System Manager or the Microsoft Information System Services of both". Our objective is to get the exchange server make operational.

1. The Exchange server 2003 is built up on an ADC.
2. Total size of the database is around 300 GB
3. The bidder is required to make the Microsoft Exchange 2003 Server operational so that the emails can be accessed and help MMTC Systems officials to cut .pst files.
4. Apart from data on the server MMTC has backup of the Exchange Server also.

#### **5.0 DELIVERY & LOCATION:**

Time is the essence of this requirement and the vendor must complete the work in 45 days in all respective at MMTC Limited, Scope Complex, Core -1 Vth floor, New Delhi,

#### **6.0 LIQUIDATED DAMAGES: -**

The timely execution of contract is essence of the work order. In the event of service provider's failure to deliver the services within the AMC period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of total order value.

#### **7.0 Earnest Money Deposit:**

- a. A sum of Rs. **10,000 (Rupees Ten Thousand only)** has to be deposited by the bidders as Earnest Money Deposit in physical form in a separate envelope before due date of submission. The envelope should be superscribed "EMD for \_\_\_\_\_". The payment has to be made in form of Demand Draft/Pay Order drawn in favour of "MMTC Limited" and payable at New Delhi/Delhi. No other document to be submitted with EMD.
- b. EMD will be refunded to unsuccessful Bidders after award of the contract. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission of Performance Guarantee in the form of Bank Guarantee and its confirmation from the issuing and next higher authority of the bank branch.
- c. No interest will be paid by MMTC on EMD.
- d. The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.
- e. Should the RFP be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
- f. **MSME Exemption:** - The bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The bidder must submit a valid certificate from the

authorized issuing authorities in physical form in a separate envelope. The envelope should be superscribed "EMD for \_\_\_\_\_".

### **8.0 E-Bid Submission:**

The e-bid is to be submitted in two parts:

- (i) Technical Bid : The Technical bid consist Annexure-I and II.
- (ii) Commercial Bid : The Commercial Bid consist of Annexure-III.

The Technical and Commercial bids must be submitted along with supporting documents as mentioned in this tender.

### **9.0 Commercial Terms:**

- (i) The cost should be inclusive of all applicable Taxes and charges.
- (ii) The charges quoted in the Commercial Bid should be inclusive of all taxes, duties and expenses payable to any party or government with detail of taxes component. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc.
- (iii) Prices quoted in the Commercial Bid shall be firm and not subject to variation/escalation on any account whether statutory or otherwise. The Bidder should quote for the full parts of the services as specified in this RFP. Part bid for any services will not be accepted and liable to be rejected.
- (iv) The bidder shall bear all costs associated with the preparation and submission of their Bids and MMTC shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though MMTC may elect to modify/withdraw the tender.

### **10.0 Validity of bid:**

The bidders shall keep valid their bids for 90 (ninety) days from the date of closing date of e- bid. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidder for a specified extension of the period of bid validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

11.0 The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Service provider's authorized official and will bind to the Service provider to the contract. The person or persons signing the bid shall sign all pages of the original bid, except for un-amended printed literatures.

12.0 Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. The Service provider shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

### **13.0 Amendments to bid information:**

MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date and time of the bid. Such revisions or amendments shall be announced by Corrigendum on MMTC's website at [www.mmtclimited.com](http://www.mmtclimited.com) , CPPP portal at <https://eprocure.gov.in> and

[www.mmtc.eproc.in](http://www.mmtc.eproc.in) . The bid submitted by the Bidder shall take into account all such amendments/revisions. All corrigendum shall become integral part of this RFP.

#### **14.0 Clarification of bidding documents:**

Any Bidder requiring any clarification on the bid documents or clarification for existing IT infrastructure may visit MMTCLimited Computer Division site by 11.01.2017. All Corrigendum to this RFP shall be issued through above websites only. Bidders are advised to continuously visit our websites.

For any further Technical clarification, the bidder may contact Mr. Deepak Bartwal, Chief Manager(Systems) or Mr. Narendra Kumar, Manager (Systems), Email [nkumar@mmtclimited.com](mailto:nkumar@mmtclimited.com), Phone 011-24381343/24381483.

#### **15.0 Clarification from Bidders:**

MMTC may seek clarification/s and supporting documents from bidder during the evaluation of technical bid.

#### **16.0 Last Date of Submission of e-bid:**

Technical and Commercial Bid must be submitted in **electronic form** not later than **1500 Hrs** on or before **18-Jan.-2017(Wednesday)** on e-procurement portal <https://mmtc.eproc.in>. No bids will be accepted after tender deadline.

Bid submitted by any other mode will not be accepted.

#### **SPECIAL TERMS & CONDITIONS FOR E-TENDER:**

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID **CLASS III DIGITAL SIGNATURE CERTIFICATE** FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.
4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 10.0 AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS 7.
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Contact Nos. +91-124-4302000 for helpdesk officers</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Pankaj Kumar</b>	<b>Pankaj.verma@c1india.com</b>	<b>+91-9910433177</b>

### **17.0 Opening of e-Bid:**

The Technical e-bid will be opened in the presence of the authorized representative of the bidder at **15:30 hrs.** on **18-Jan-2017 (Wednesday)** at MMTC, Corporate office, SCOPE Complex, Lodhi Road, New Delhi. The person intends to attend the opening should bring authorization letter for the same from the company.

The commercial e-bid will be opened for technically qualified bidder. The date and time of opening of commercial bid will be intimated in due course of time. The person attending the opening of commercial bid should bring authorization letter for the same from the company.

### **18.0 Acceptance of Bids:**

Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this RFP, and not to stipulate any deviations. MMTC reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this RFP

MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action. MMTC is not bound to accept the lowest or any bid or to assign any reason for non-acceptance.

### **19.0 Bid Evaluation:**

The technical bid will be evaluated for the bidders who have submitted the EMD in physical form before last date of submission. The commercial bid will be opened for technically qualified bidder.

### **20.0 Award Criteria:**

MMTC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily

### **21.0 Signing of the contract:**

The successful Bidder shall be required to enter into a formal contract/agreement on non-judicial stamp paper. Within thirty days from the date of the award of the Contract or within such extended period, as may be specified by MMTC.

The successful bidder is also required to give acceptance of work order by signing the same and return a copy to MMTC within a week time from the date of the award of the Contract or within such extended period, as may be specified by MMTC.

## **22.0 Payment Terms:**

- I. 100% payment shall be released after satisfactory completion of the work as per contract on Submission of performance guarantee in the form of Bank Guarantee as per Annexure-IV and its confirmation/verification from the issuing/next higher authority of bank branch which issued the same.
- II. The above payment shall be released thru e-payment mode and only after:
  - a) Submission of vendor e-payment form as per annexure – VI.
  - b) No interest whatsoever, shall be payable by MMTC to bidder in any case.

## **23.0 Performance Guarantee: (As per Annexure-IV)**

- 23.0.1 The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of written notification of award to be made to the Bidder, calculated at the rate of ten percent (10%) on the work order value.
- 23.0.2 This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 23.0.3 Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.
- 23.0.4 In case of Performance Guarantee from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial Bank, other than co-operative bank or Gramin bank or Nainital Bank or Dhanlaxmi Bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 23.0.5 Performance Guarantee shall be valid until the termination of the warranty period. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.

Failure of the successful bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

## **24.0 Delays in the bidder's performance:**

- (i) Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.
- (ii) Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -
  - (a) Invocation of its Performance Guarantee.
  - (b) Imposition of Penalty for server down time, and/or
  - (c) Termination of the Contract for default.

## **25.0 Termination:**

Either Party may terminate the contract for cause if the other Party breaches this contract or is in default of any of the provisions thereof, or for any other reason specified herein, by

giving a written notice of termination to the Party in breach or default of the contract, not less than thirty (30) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within fifteen (15) days of the giving of such notice of termination or within such longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose

**26.0 Set Off:** -Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by MMTC and set off against any claim of MMTC.

**27.0 Indemnity:** - The Bidder shall at all times indemnify Purchaser, being unlimited with the time, against all claims which may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against Purchaser, it shall notify to the Bidder and the Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from.

**28.0 Force Majure:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government(including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.

If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.

**29.0 Arbitration: - Dispute Resolution**

(a) Informal Dispute Resolution:

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

(b) Formal Dispute Resolution:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act - 1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.

**30.0 Merger & Acquisitions: -**

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

**31.0 Fraud Prevention Policy:**

(a) Commitments of Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com/>) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- (i) The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- (iv) The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
- (v) The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(b) Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause above of "fraud prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.



- (c) Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

**Eligibility Criteria**

Sl.No	Eligibility Criteria	Compliance (Y/N)	Supporting Document attached (Y/N/NA)
1	The bidder must be an Indian entity and registered in India as a partnership/proprietorship/Company under the Companies Act (2013), with registered office in India. (Relevant supporting documents i.e. Copy of Certificate of Incorporation issued by Registrar of Companies, Article & Memorandum of Association/partnership deed, PAN Card., VAT/ Service Tax registration certificate to be submitted.)		
2	The company/firm must have implemented or provided /service for Microsoft Products (Microsoft Windows Server, Work experience on Preparation of DC, ADC and Microsoft Exchange Server). (At least one work order and completion certificate to be enclosed).		
3	The bidder should have a turnover from IT products and services of atleast Rs.5 Crore in the last financial year FY 2015-16. (Audited Financial Statement to be enclosed, CA Certificate for turnover of Rs.5 crore or more from IT products and services for FY 2015-16).).		

The documentary evidence in respect of all the above points will have to be provided along with Technical bid. Technical Bid not accompanied by documentary evidence are liable to be rejected

**(TECHNICAL BID)**

**ANNEXURE- II**

**TERMS AND CONDITIONS AS AGREED**

Our Company/Firm is agreeable to the terms and conditions of the RFP. A copy of the same duly signed by us is attached.

Date:

Place :

Signature:  
Name:  
Designation:  
Company/Firm

**ANNEXURE-III**

**COMMERCIAL BID**

<b>Code</b>	<b>Description</b>	<b>Total Cost in INR in figures (including all taxes, charges, levies, freight etc.)</b>
<b>1</b>	One time Charges for making Microsoft Exchange Server 2003 operational and helping MMTC systems officials to cut .pst files.	
Total amount in words		

The prices indicated by the bidder should be inclusive of all expenses.

**Performance Guarantee Performs. (Rs. 100 Non Judicial Paper)**

No. \_\_\_\_\_  
Date \_\_\_\_\_

To,  
MMTC Limited,  
Core-1, Scope Complex 7 Lodhi Road  
New Delhi -110003

WHEREAS \_\_\_\_\_, (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/s. MMTC Limited, Core-1. Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No \_\_\_\_\_ dated \_\_\_\_\_ for the services of \_\_\_\_\_ (items) for a value of Rs. \_\_\_\_\_ (total purchase Order value) (Rupees \_\_\_\_\_ (in words) and whereas the Seller has agreed to give the services strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. \_\_\_\_\_ (Rupees ) being 10% of the total value ) for the due performance of the contract in favour of the said MMTC.

We, \_\_\_\_\_ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our Liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that, the guarantee here in contained shall remain irrevocable and continue in full force and effect **up to** \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the Internet Leased line/RF Link and related hardware obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, \_\_\_\_\_ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract, or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the seller or for any forbearance, act of omission on the part of MMTC or any indulgence by MMTC to the seller, or by any letter or thing whatsoever , which under the law relating to the sureties would , but for this provision have the effect of so relieving us.

We, \_\_\_\_\_ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a. valid discharge of our liability for payment thereunder and that the said Seller has no claim against us for making such payment. Our liability under this guarantee is restricted to an amount of Rs. \_\_\_\_\_ (10% of PO value) (Rupees \_\_\_\_\_ (in words)). The guarantee shall remain valid up to unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC,

Witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_

(Authorized Signatory)  
(Signed with stamp & seal, of the bank)

**BIDDER'S DETAIL**

 <p>एम एम टी सी लिमिटेड भारत सरकार का उपक्रम <b>MMTC</b> LIMITED A GOVT. OF INDIA ENTERPRISE <b>FORM 'C'</b> <i>touching lives, adding value</i></p>
<b>CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,</b>
<b>NEW DELHI – 110 003 TELPHONE NO: 011-24362200 ext 1343 &amp; 1347, 011-24361560/1590</b>

Tender No.	
Subject	
<b>COMPANY DETAILS</b>	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
<b>CONTACT DETAILS</b>	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Name of the company with stamp

**PROFORMA**  
**Details to be furnished on Vendor / Customer Letter Head**

Vendor Code \_\_\_\_\_

The banking / Account Details are as furnished below: -

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

1. Bank Account No. \_\_\_\_\_
2. RTGS/NEFT IFSC Code  
\_\_\_\_\_
3. Bank Name \_\_\_\_\_
4. Bank Branch Name  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Branch Code \_\_\_\_\_
6. Account Type  
(Saving/Current) (SA/CA) \_\_\_\_\_
7. E-mail ID (If any) of Vendor \_\_\_\_\_

A blank cancelled cheque has been enclosed herewith

Thanking You,

Certified by Bank regarding Banking details

(Vendor's Signature & Seal)  
official)

(Bank Seal & Signature of Bank  
official)