



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

E-Tender No: MMTC/CO/COMP/SOFTWARE/2011/1228/18

Date 06.09.2016

MMTC Limited Invites E-Tender for **comprehensive Annual Maintenance Contract and Renewal of licenses for Checkpoint Firewall for MMTC Limited, Scope Complex, Lodhi Road, New Delhi.**

Tender Number	E-Tender No: MMTC/CO/COMP/SOFTWARE/2011/1228/18
Earnest Money	Rs. 15,000/- (Rupees Fifteen Thousand Only) in form of a crossed banker's cheque/Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi. Earnest Money to be deposited along with the Technical bid.
Bid Submission	Latest by 29.09.2016 (Thursday), 1500 Hrs. at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.
Tender Opening	29.09.2016 (Thursday), 15:30 Hrs. at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003

1.0 BACKGROUND

Established in 1963, MMTC, one of the two highest foreign exchange earners for India, is a leading international trading company. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India 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, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

1.1 OBJECTIVE:

MMTC Corporate office intends to enter into Annual Maintenance contract and renewal of license for CHECKPOINT FIREWALL at MMTC Limited, Corporate Office, New Delhi

1.2 PRESENT IT SETUP

MMTC has installed and commissioned the LAN and private WAN network at its Corporate Office at Scope Complex, New Delhi its regional offices and sub-regional offices across India. Existing WAN and LAN arrangement at Corporate Office and the Server Farm constitutes of various brand Xeon based dual, quad, 8 way servers with RAID features, routers, switches and firewall etc. MMTC has Ramco ERP Setup and same is accessed thru Citrix by the end users. MMTC have configured Citrix on Three (3) Servers and Citrix Access Gateway box for RSA users. One (1) RSA Authentication Server for the users using RSA token to access ERP thru Citrix.

2.0 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 LETTER HEAD.
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:

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

3.1 ELIGIBILITY CRITERIA:

1. The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service Tax Registration should be submitted.
2. The bidder should have a turnover from IT products and services of atleast Rs.5 Crore in the last financial year or FY 2015-16. (Audited Financial Statement to be enclosed) and should have positive net worth of last two financial years i.e. 2014-2015, 2015-2016).
3. The bidder should attach a valid authorization letter from Checkpoint (OEM).
4. Bidder should provide at least three work order and completion certificate towards AMC and Renewal of Checkpoint Licenses during the last three years. (2013-2014,2014-2015 and 2015-2016)
5. Bidders should provide list of clients being serviced.

Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected.

3.2 PERIOD OF CONTRACT

The contract between MMTC and vendor shall be valid for a period of one year **from the date of acceptance of AMC contract.**

3.3.1 DELIVERY TIME OF LICENSE

The renewal of software for Checkpoint licenses to be done in 6 (six) weeks from the date of acceptance of work order.

4.0 SCOPE OF WORK: -

The Scope of work shall cover the following: -

Annual Maintenance and Renewal of License of CHECKPOINT FIREWALL at MMTC Limited New Delhi.

Sl.No.	Software/License Description
1	<p>The existing CHECKPOINT FIREWALL Software is running on Windows 2003 Server platform.</p> <p>MMTC intends to Renew Check Point Firewall Subscription with Support and Services for MMTC Limited Corporate office.</p> <p>Bidder shall activate the renewed license on the respective servers and provide support for installation of the software and shall update the product on the Checkpoint server to the latest version. Bidder shall also give onsite support as on when required during the AMC period.</p> <p><u>During the AMC period if the Checkpoint Server gets crashed or the application stops working</u></p>

<p><u>the bidder is required to install the Checkpoint software again and make the system operational.</u></p>

4.1 CALL REGISTRATION AND COMPLETION

- a. All the maintenance calls will be logged using the complaint e-mail ID of the service provider or any other mutually agreed mechanism.
- b. Completion of calls will be the owner of the system in the division. In case these officers are not available, their nominee will sign. Service Provider will prepare the call service slips in triplicate. MMTC User & SERVICE provider Engineer will sign these. One copy will be given to the user and one copy will be submitted to the Computer Division controlling officers Third copy will be retained by Service Provider. No other documents will be used to work out downtime for penalty calculation.
- c. One mandatory visit per month by the engineer to perform/monitor health check of all the Citrix Servers/software's.
- d. The fault call should be responded within 2(two) hrs. And should be resolved within 4(four) hrs. after lodging of fault complaint

5.0 INSTRUCTIONS TO BIDDERS

5.1 General

5.1.1 The **E-tender** shall be submitted in two parts:

- (i) Technical Bid
- (ii) Commercial Bid

5.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.

5.2 Documents to be attached with the Technical Bid

5.2.1 Duly filled-in Form - A1, Form – A2, Form - A3 of ANNEXURE – I along with supporting documents.

5.2.2 Earnest Money Deposit of Rs. 15,000/- (Rupees Fifteen Thousand only). (Refer clause 5.11).

5.3 Documents to be enclosed with the commercial bid

5.3.1 The Bidder shall give the Commercial Bid in Form-B of ANNEXURE-II.

5.4 Earnest Money Deposit to be submitted in physical form and should reach MMTC, CO *on or before* 29.09.2016 (Thursday), 1500 Hrs. Non-submission of EMD will result in rejection of bid.

5.5 The Technical bid will be opened (only for those bidders who submit the EMD before due date of submission of the bid) in the presence of the authorized representative of the bidder on **29.09.2016 (Thursday), 1530 Hrs.** 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.

5.6 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender, 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 tender.

5.7 Cost of Bid preparation: 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.

5.8 Amendments to bid information: MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions.

5.9 Prices

The bidder to quote price in INR inclusive of Taxes. Prices quoted in the commercial bid shall be firm and not subject to variation on any account.

5.10 Validity: The bidders shall hold valid their bids for 90 (Ninety) days from the closing date for the e-bids. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.

5.11 Earnest Money Deposit

5.11.1 The EMD shall be in the form of a bank draft/Bankers Cheque favouring “MMTC Limited” drawn on any Nationalized Bank or first class International bank payable at Delhi/New Delhi.

5.11.2 EMD will be refunded to unsuccessful bidders thru e-payment mode only. The bidders to submit bank details as per enclosed format at Annexure-IV. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Guarantee.

5.11.3 No interest will be payable by MMTC on EMD.

5.11.4 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.

5.11.5 Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

5.12 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 authorised issuing authorities.

5.13 Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

5.14 Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.

5.15 Acceptance of Bids: 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.

5.16 Opening of Bids

5.16.1 The bids will be accepted up to the date and time as specified in the tender document.

5.16.2 No bids will be accepted after tender deadline.

5.16.3 After technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price valuation.

- 5.16.4 All technically qualified bidders shall be invited to attend the opening of commercial bids at MMTC office. The date of the opening of the Commercial bids would be communicated to the technically qualified Bidders.

5.17 MMTC may seek clarification from bidders during course of Technical Evaluation only.

6.0 OTHER TERMS & CODITIONS

6.1 PAYMENT TERMS: -

- 6.1.1 No advance payment in any case would be made.
- 6.1.2 Payment for AMC will be made on quarterly basis i.e. at the end of every quarter through e- Payment mode. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode and after submitting and confirmation Of the performance guarantee.
- 6.1.3 Payment for renewal of licenses shall be made on installation of the license and receipt of the certificates and after submitting and confirmation of the performance guarantee.
- 6.1.4 The payment would be made after deducting necessary taxes applicable, if any.

6.2 Other Expenses:

The bidder will bear all other expenses including Boarding, Lodging & conveyance etc. of their team.

6.3 PERFORMANCE GUARANTEE: - (As per ANNEXURE-III)

- 6.3.1 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. This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank, having net worth of at least Rs. 500 crore and capital adequacy ratio of 9%, 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.

6.4 Delays in the bidder's Performance: Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following sanctions: -

1. Invocation of its Performance Guarantee.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.

6.5 Delivery Location: - The Comprehensive Annual Maintenance Contract services for the Checkpoint and renewal of Licenses are to be delivered at MMTC Limited, Scope Complex, New Delhi.

6.6 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.

6.7 LIQUIDATED DAMAGES: - The timely execution of contract is essence of the work order. In the event of supplier's failure to deliver the material & services within the stipulated delivery period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of 20% total order value.

6.8 TERMINATION FOR DEFAULT

6.8.1 The Purchaser may, without prejudice to any other remedy for breach of purchase order/ work order, by written notice of default, sent to the supplier, terminate this Purchase order/ work order in whole or in part:

- (i) If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase order/ work order, or any extension thereof granted by the Purchaser.
- (ii) If the Supplier fails to perform any other obligation(s) under the Purchase order/ work order; and
- (iii) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- (iv) In the event of Purchaser terminates the Purchase order/ work order in whole or in part, pursuant to paragraph 6.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue performance of the Purchase order/ work order to the extent not terminated.

6.9 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.

6.10 FORCE MAJEURE:

6.10.1 If 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 Gods 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.

6.10.2 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.

6.10.3 The party which is unable to fulfill its obligations under the present contract must within 30 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 be above circumstances and their duration.

6.11 ARBITRATION – DISPUTE RESOLUTION: -

6.11.1 Informal Dispute Resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. 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.

6.11.2 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 in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

6.12 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.

6.13 FRAUD PREVENTION POLICY

6.13.1 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.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- a. 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.
- b. 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.
- c. 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.
- d. The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
- e. 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.

6.13.2 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.

6.13.3 **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.

6.14 For any further clarification, the bidder may contact Mr. Narendra Kumar, Manager (Systems), Email nkumar@mmtclimited.com, or Mr. Deepak Bartwal, Chief Manager (systems) e-mail Id dbartwal@mmtclimited.com or Mr. Rajesh Chaudhary, AGM (Systems), email rajeshc@mmtclimited.com.

TECHNICAL BID**FORM- A1**

Sl.No.	<u>Eligibility Criteria</u>	<u>Compliance (Y/N)</u>
1.	The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service Tax Registration should be submitted.	
2	The bidder should have a turnover from IT products and services of atleast Rs.5 Crore in the last financial year or FY 2015-16. (Audited Financial Statement to be enclosed) and should have positive net worth of last two financial year i.e. 2014-2015, 2015-2016).	
3	The bidder should attach a valid authorization letter from Checkpoint (OEM).	
4	Bidder should provide at least three work order and completion certificate towards AMC and Renewal of Checkpoint Licenses during the last three years. (2013-2014,2014-2015 and 2015-2016)	
5	Bidders should provide list of clients being serviced.	

TECHNICAL Bid

FORM A2

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.

Signature:
Name:
Designation:
Company/Firm:

Date:

Place:

TECHNICAL BID**FORM A3****BIDDER INFORMATION**

Tender No.	
COMPANY DETAILS	
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	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Company Name / stamp of the

COMMERCIAL BID**FORM-B**

Sl.No	SERVICE OFFERING	Qty	Total Charges (in Rs.) inclusive of all taxes and charges	Contract Period
	Renewal of Licenses and Support of Checkpoint Firewall for the following products (MMTC Account id – 0006096941)			
1	Check Point Enterprise Software COLLABRATIVE STANDARD SUPPORT FOR CPSG-P203-CPSM-P303-F	1		03.09.2016 to 02.09.2017
2	Smartview Monitor - CPSB-MNTR-F-SSV for one VPN-1 Gateways	1		-DO-
3	Smartview Reporter - CPSB-RPRT-F-SSV for one VPN-1 Gateways	1		-DO-
4	CPPWR-SMDF-100 - Smart Defense for VPN-1 Power Gateway 100 Users (Now Known as Checkpoint IPS Blade for 1 Year for mid appliance and predefined system)	1		-DO-
5	Annual Technical support for the software. (Telephonic, email and onsite support)			One year from the date of acceptance of W.O.
	TOTAL			

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 supply of _____ (items) for a value of Rs. _____ (total work order value) (Rupees _____ (in words) and whereas the Seller has agreed to provide Annual Maintenance Contract 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 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 latter 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 WO 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)

ANNEXURE-IV

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)**