



A Govt. of India Enterprise  
*Touching Lives, adding value*  
MMTC Limited,  
Ground Floor,  
Block-V, HOUSEFED Complex,  
Dispur, Guwahati-781006  
Tel-0361-2265566  
Email:mantu@mmtclimited.com

**NIT NO. MMTC/NE/SURVEY/AGRO/16-17/002 dated 14.03.2017**

MMTC Limited Kolkata invites bids for appointment of Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bagged containerized consignments of pulses at Guwahati. **The last date of submission of tender is at 15:00 hours IST on 24.03.2017.**

The complete details of the e-tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and Govt. website at <http://eprocure.gov.in>

Manager, MMTC-Guwahati



**NIT NO. MMTC/NE/SURVEY/AGRO/16-17/002 dated 14.03.2017**

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender for appointment of Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bagged containerized consignments of pulses at Guwahati on the terms and conditions as below :

The bidder(s) are required to submit their sealed tender on or before 24.03.2017 by 15:00 Hrs at

**MMTC Limited,  
Ground Floor,  
Block-V, HOUSEFED Complex,  
Dispur, Guwahati-781006  
Tel-0361-2267766**

The offer is required to be submitted in two separate sealed envelopes i.e. one for Technical Bid and the other for Price bid. The **technical bid** will be **opened on 24.03.2017 at 16:00 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

**1. Eligibility Criteria**

- i. Bidders should have minimum experience of one year in Supervision, Weighment, Survey and related activities w.r.t. imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains for Government organizations or public sector enterprises or reputed private importers at Guwahati.
- ii. Bidder should have establishment at Guwahati to carry out the said operation.
- iii. Bidders shall have satisfactory/dispute free performance with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained.
- iv. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of a crossed Demand Draft/Pay Order/RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Guwahati in favour of "MMTC LIMITED". Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within two weeks from the date of awarding the tender. RTGS details are as follows:  
Beneficiary: MMTC Limited  
Name of the Bank: Indusind Bank  
A/c No: 201000671571  
IFSC Code: INDB0000662  
Branch: Beltola Branch, Branch Code: 000662

(TO BE SIGNED AND STAMPED BY BIDDER)



- v. Bidder should submit one copy of signed and stamped tender document by Authorized representative of company as a token of acceptance of tender terms & conditions.
- vi. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure III.

## **2.Mode of Submission**

The bids(s) is / are to be submitted in following manner:

Envelop super scribing **“NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/002 dated 14.03.2017 for appointment of Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bagged containerized consignments of pulses at Guwahati ”**

## **3.Performance guarantee:**

MMTC shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-I** ) for an amount Rs. 50,000/- (Rupees Fifty Thousand only). The successful bidder shall establish the Performance Guarantee (PG) within 3 days of the issue of the contract/LOI. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Guwahati Branch. The PG Bond shall be kept valid for one year. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

The successful bidder may also submit performance guarantee of Rs 50,000/- in the form of DD/Pay order or deposit through RTGS in the account of MMTC Guwahati.

Beneficiary: MMTC Limited  
Name of the Bank: Indusind Bank  
A/c No: 201000671571  
IFSC Code: INDB0000662  
Branch: Beltola Branch, Branch Code: 000662

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC may award the contract to the next Bidder or may invite fresh Bids or may decide as deemed fit, and MMTC shall forfeit the EMD of the L1 bidder.

## **4. Scope of work**

SURVEYOR shall maintain close liaison with MMTC-Kolkata, MMTC-Guwahati, MMTC field offices at Guwahati, CONCOR and Clearing & Handling Agent nominated by MMTC, to know in advance about arrival of the cargo to undertake following scope of works

### **A. RECEIVING OF CONTAINERISED BAGGED CARGO.**

1. Visual inspection of nominated warehouses for cleanliness and overall condition.

(TO BE SIGNED AND STAMPED BY BIDDER)



2. Surveyor shall coordinate with MMTC-Vizag, MMTC-Guwahati, MMTC Field offices and CONCOR for rake movement
3. Surveyor shall track the rake movement during journey from Krisnapatnam to Amingaon CONCOR Railway siding.
4. Surveyor shall liaison with CONCOR for receipt of containers at CWC godowns at the following address

Central Warehousing Corporation  
CWC-Amingaon  
Guwahati

Further new godowns shall also be included in future for the same scope of work.

5. Identification and conditions of seals on containers.
6. Supervision of Delivery from Railheads, transportation to nominated warehouses
7. Supervision of weighment of Containers 100% (Gross and Tare weight) carried out at weighbridges nominated by MMTC.
8. Supervision of Unloading of bagged cargo at warehouse(s).
9. Supervision of collection of sweeping material, bagging and stitching thereof.
10. Sample at random and preparing composite sample rake wise.
11. Analysis of sample drawn rake wise.
12. Sampling of damaged cargo/joint sampling whenever applicable.
13. Joint inspection of damaged container whenever applicable.
14. Packing/marking of bagged cargo to be noted.
15. Inland Way Bill (IWB) wise supervision for de-stuffing, unloading, stacking of bags of the imported cargo in the nominated warehouse and report to MMTC. Surveyor shall count number of bags at each stack in the godown.
16. Submission of daily report of stock unloading, movement of cargo, stacking of cargo etc.
17. Submission of daily status report to MMTC officials in respect of each rake, containers wise.
18. Submission of stock statement on daily basis.
19. Periodical report of stock condition including requirement of fumigation as and when required to be done.
20. Any other job as and when assigned by MMTC.

Supervision of operations at the time of delivery of cargo to buyers

#### **B. DELIVERY FROM WAREHOUSES.**

1. Surveyor shall ensure that all Deliveries are made in accordance with the Delivery Order/release order issued by MMTC. Surveyor shall be wholly responsible if any excess delivery than the quantity for which DD/RO is issued: any loss due to negligence of surveyor in supervision of delivery shall be to surveyors account.
2. Supervision of weighment of trucks/lorries 100% (Gross and Tare weight) carried out at weighbridge nominated by MMTC.
3. Sampling and preparing composite sample DO wise
4. Loading supervision and verifying number of bags loaded in each truck.
5. Final report on completion of delivery mentioning Moisture content at the time of delivery.
6. Warehouse -wise godown number-wise delivery updates details

(TO BE SIGNED AND STAMPED BY BIDDER)



7. Periodical report of stock position.
8. Maintenance of separate stock register, which shall be made available to MMTC's representative.

**C. General.**

1. Sufficient manpower to be deployed for each operation till the liquidation of cargo from warehouse.
2. The above scope of work is not exhaustive and includes any other job related to the operation.

**D.Submission of report.**

Surveyor shall furnish the following reports:-

1. Format for receiving :-

IWB No:     Date:  
 Quantity as per IWB:  
 Number of containers as per IWB:  
 Place & date of Inspection:  
 Sampling:

Container Number	Seal number	Condition of container & seal

Weighbridge	Warehouse	Godown number	Container No.	No. of bags	Gross wt kg	Tare wt kg	Nett wt kg

Packing:  
 Marking:  
 Analysis:

Analysis	Method	Results
Insect damaged by weevilled Grain	IS:4333 (Part-I):1996	
Foreign matter	GAFTA 130:2:2:2005	
Other Edible Grains	Physical	
Foreign matter (Minerals Matter)	IS:4333 (Part-I):1996	

(TO BE SIGNED AND STAMPED BY BIDDER)



Foreign matter (Organic Matter)	IS:4333 (Part-I):1996	
Damaged/Discoloured	IS:4333 (Part-I):1996	
Aflatoxin B1	AOAC 999.07	
Aflatoxin B2	AOAC 999.07	
Aflatoxin G1	AOAC 999.07	
Aflatoxin G2	AOAC 999.07	
Total Aflatoxin ( B1, B2, G1, G2)	AOAC 999.07	

Summary of Cargo receipt at warehouse:

Warehouse	Godown No	No. of container de-stuffed	No. of bags	Nett wt. kg.	Ang. Bag wt. kg

Surveyor shall submit a inspection report for each IWB after completion of receipt at warehouse.

2. Format for delivery :-

Date	Party Name	DO No.&date	Opening stock		Quantity delivered		Closing stock		Truck No.	Go-Down No.
			Bags	Weight	Bags	Weight	Bags	Weight		

Surveyor shall submit Final Inspection Report each IWB after completion of delivery of cargo.

In case of delay in submission of reports/certificates in original beyond 10 working days, penalty will be imposed on surveyor as follows:

Sl. No.	Period	Penalty

(TO BE SIGNED AND STAMPED BY BIDDER)



1.	11 <sup>th</sup> to 15 <sup>th</sup> day	Rs.500/- per report / certificate
2.	16 <sup>th</sup> to 30 <sup>th</sup> day	Rs.750/- per report / certificate
3	Beyond 30 <sup>th</sup> day	Rs.1000/- per report / certificate

Reports of receipts/deliveries to be submitted daily and also periodically as per requirement of MMTC as and where requisitioned.

Reports for sampling of cargo as per contract on arrival of cargo should be submitted within 10 (Ten) days.

Any other related jobs assigned, if any, as and when required.

#### **5. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1) for Guwahati Loaction.

#### **6.Tenure of the Contract:**

The contract will be initially valid for 1 year from the date of issuance of LOI/Contract and may be extended for further periods on mutual consent in writing.

#### **7. TERMS OF PAYMENT:**

Within 21 days of handing over the original bills along with supporting documents to MMTC. Payment shall be made on bills raised on activities performed only.

#### **8.CANCELLATION OF CONTRACT**

If the successful bidder fails to perform its obligations within stipulated time for reasons other than Force Majeure, MMTC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of EMD. The seller shall not be liable at any costs, damages and consequences upon such cancellation of the contract.

#### **9.FORFEITURE OF PERFORMANCE GURANTEE/ EMD**

MMTC reserves the right to forfeit the EMD in case the successful bidder fails to perform the contractual obligation within the stipulated time or commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Tender/Contract.

#### **10. TAXES**

Income Tax shall be deducted at source and the same shall be paid to the tax authorities on account of the Surveyor/Protecting Agent and MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, Surveyor/Protecting Agent shall produce proof of above payments.

(TO BE SIGNED AND STAMPED BY BIDDER)



### **11. EXTENSION OF CONTRACT.**

This contract is valid for 1 year from the date of signing of contract. MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

### **12. GENERAL TERMS AND CONDITIONS:**

- a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- b) MMTC may at its discretion empanel one or more Surveyor against this tender subject to matching L1 price.
- c) The Surveyor shall not keep lien on the material at any point of time.
- d) The Surveyor shall coordinate officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) MMTC can appoint and utilize the services of other Surveyor whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
- f) In case of failure on the part of Surveyor to get the required work done, MMTC shall get the same done from other agency at the market rates and Surveyor shall have to bear the difference in the market rate paid by MMTC and the contractual rate.
- g) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- h) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by MMTC shall prevail and shall be final and binding on the Surveyor.

### **13. How to fill up the bid:**

It shall be the responsibility of the persons submitting the tender should carefully read the tender documents and to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

### **Contact person for seeking any clarification:**

Sl No	Name	Designation	Contact No.	Mobile No.
1	Shri A. Hembram	Add. General Manager	033-22546003	9830155721
2	Shri M. Chowdhury	Sr. Manager	033-22546011	8697511714
2	Shri B. Biswas	Manager	033-22546020	9434051929
3	Shi M K Murmu	Manager	0361-2267766	9051768555

E-mail: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)  
[malayc@mmtclimited.com](mailto:malayc@mmtclimited.com)  
[bidyutbiswas@mmtclimited.com](mailto:bidyutbiswas@mmtclimited.com)  
[mantu@mmtclimited.com](mailto:mantu@mmtclimited.com)

Website: [www.mmtclimited.com](http://www.mmtclimited.com)

(TO BE SIGNED AND STAMPED BY BIDDER)





#### **14. TERMINATION.**

If the Surveyor commits breach of any provisions of the Agreement, MMTC shall notify the Surveyor to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement by giving notice as deemed fit by MMTC.

#### **15. Fraud Prevention Policy**

**(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s):** The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(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 [www.mmtclimited.com](http://www.mmtclimited.com) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- a. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not, directly or through any other person or firm, 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)/Contractor(S)/Buyers(s)/Vendor(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 in the bidding process.
- c. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- e. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if in any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of **Clause 16(1)** or "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)/Contractor(S)/Buyers(s)/Vendor(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.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to **Clause 16(2)**, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

(TO BE SIGNED AND STAMPED BY BIDDER)



**16. FORCE MAJEURE.**

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

If operation 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.

**17. ARBITRATION.**

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

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(Additional General Manager)  
MMTC Limited

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-I**

**TECHNICAL BID**

**'PART-1'**

1. NAME OF BIDDER:
2. ADDRESS OF BIDDER:
3. LEGAL STATUS OF BIDDER: \_\_\_\_\_  
(i.e. whether a Company, Partnership Firm, Proprietorship, etc.)
4. NAMES OF THE PROPRIETOR/ PARTNER / DIRECTORS : \_\_\_\_\_
5. TELEPHONE NUMBER, FAX NUMBER, E-MAIL ID : \_\_\_\_\_ (Identity proofs of dealing persons and details of immovable property owned by firm/proprietor/partners/directors to be enclosed)
6. Name of Contact person: \_\_\_\_\_
7. YEAR OF ESTABLISHMENT : \_\_\_\_\_
8. SERVICE TAX REGISTRATION NO : \_\_\_\_\_ (CERTIFIED PHOTOCOPY TO BE ENCLOSED)
9. NAME OF BANKERS \_\_\_\_\_
10. INCOME TAX PERMANENT ACCOUNT NUMBER : \_\_\_\_\_  
(CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)
11. EMD DETAILS: Rs..... MODE OF PAYMENT: ..... DATE:.....
12. OTHER DETAILS, IF ANY, PLEASE SPECIFY

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-I****TECHNICAL BID****'PART-2'**Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-III**

**Sub: Letter of Authorisation**

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri \_\_\_\_\_ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us instead to carry on the business of the concern, whether any intimation of such change is given to the General Manager, MMTCL Kolkata or not.

The specimen signature of Shri ..... is given below:-

1. Name:
2. Signature:

Yours faithfully,

(SIGNATURE OF BIDDER)

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-II**

**NIT NO. MMTC/NE/SURVEY/AGRO/16-17/002 dated 14.03.2017**

**PRICE BID**

**Price Bid for appointment of Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bagged containerized consignments of pulses at Guwahati.**

NAME OF THE BIDDER:

SI No.	EMD Amount with Details	Particulars	Price offered per MT in Indian rupees (excluding taxes)
1		Containerized bagged Cargo at Guwahati:	
		Service Tax	
Total			

We have carefully gone through the terms & conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

**Date:**  
**Place:**

**Signature of the Proprietor/bidder**  
**With Stamp & Seal of the Firm**

(TO BE SIGNED AND STAMPED BY BIDDER)

**APPENDIX -I****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of applicable amount to be executed by a Kolkata/Guwahati Branch of a Scheduled Bank other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank)

Sub: Tender No. \_\_\_\_\_

**The General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place, Kolkata 700001**

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Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with \_\_\_\_\_ M/s. \_\_\_\_\_ (name) address \_\_\_\_\_, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. \_\_\_\_\_.
- 3) AND WHEREAS at the request of the 'XX', we \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_. Our Guarantee shall remain in force until \_\_\_\_\_.
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before \_\_\_\_\_.
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we

(TO BE SIGNED AND STAMPED BY BIDDER)



shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.

- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. \_\_\_\_\_ only by MMTC.
- 11) We \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

(TO BE SIGNED AND STAMPED BY BIDDER)