



**Core-I, Scope Complex, 7, Institutional Area,
Lodhi Road, New Delhi: 110 003.
PAN NO.AAACM1433E
CIN L51909DL1963GOI004033**

AGRO COMMODITIES DIVISION

**TENDER FOR APPOINTMENT OF SURVEYOR(S) AT VARIOUS PORTS IN INDIA
FOR DISCHARGE/DELIVERY SUPERVISION AND ANALYSIS
FOR MAIZE IMPORTED BY MMTC LIMITED
TENDER NO: MMTC/AGRO/DP/SRVYR/01/2019-20
DATED: 2nd May 2019**

CLOSING AT 1500 HRS. IST ON 16th May 2019
OPENING AT 1530 HRS. IST ON 16th May 2019
BID TO BE VALID TILL 1730 HRS. ON 31st May 2019

A.GENERAL TERMS OF TENDER:

- 1. Invitation for Bids:** Bids are invited for appointment of Surveyors at various ports in India, Eligibility Criteria as per **Annexure I**.
- 2. Description of Cargo(es):** Non-GMO Feed Grade Maize
- 3. SUBMISSION AND VALIDITY OF BIDS:**

Bidders shall submit their offers separately in two-bid format:

Part A: Technical Bid: (Physical form only). The documents to be enclosed with technical bid to be submitted in physical mode in the tender box placed at above address on 3rd Floor are

- Mandatory Details of Bidder (Annexure-VI)
- Certificate of Conformity (Annexure-III)
- Applicant should be accredited with NABL (National Accreditation for Testing and Calibration Laboratories) of India. A self attested certificate giving details of experience to this effect should be submitted by the inspection agency along with the NABL Certificate.
- EMD/ Documentary proof of having deposit EMD
- MMTC Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of Tender enquiry and acceptance of all terms and conditions of the tender.

- f) Authority Letter authorizing person to act on behalf of Company for participation in the tender.
- g) Documents for Profile of Company:
 - a. Certified Copy of Partnership Deed/ Memorandum and Articles of Association etc as applicable.
 - b. Copy of Certificate of Registration.
 - c. Details of Directors/Partners/Proprietor (whatever applicable) including address and PAN No. (On their letterhead)
 - d. Self – attested Bank Statement for the last three months of any bank .
 - e. Copy of GST No./Service tax/VAT/ TIN number allotted to him by the appropriate authority.
 - f. Self attested copies of PAN Card of the Company
- h) Details of experience as per Annexure – 1 (2)
- i) Details of operational establishments and laboratories at ports from last five years as per Annexure – 1 (3)
- j) Balance Sheet of last three years as per Annexure – 1 (4)
- k) Declaration of not being black listed as per Annexure – 1 (5)
- l) Details of labs owned by the bidder as per Annexure – 1 (6)

Sealed Technical bids comprising of Annexures as above along with supporting documents, complete in all respects, addressed to Chief General Manager, Agro Division, MMTC Ltd, Core-1 , Scope Complex, Lodhi Road, New Delhi-110003 (India) is to be submitted in tender box placed on 3rd floor, Agro Division before due date of tender. Technical bid envelopes to mention MMTC Tender No. MMTC/AGRO/DP/SRVYR/01/2019-20.

Part B: Price Bid: Price Bids are to be submitted latest by 1500 hrs IST on 16th May, 2019 through electronic mode only as per Annexure-II.

Please note that price bid is not to be submitted with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to website <https://mmtc.abcprocure.com> for submission of Price Bids.

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED as per Annexure V

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM SHALL NOT BE ACCEPTED,

The Bids shall be opened at 1530 hours IST on 16th May 2019 in MMTC office at above address. Price bids to be valid till 1730 HRS IST on 31st May 2019.

4. **Earnest Money Deposit:** Bid shall be accompanied by an Earnest Money Deposit by way of a Demand Draft/Pay Order/NEFT Transfer for Rs. 2,00,000/- (Rs. Two Lacs only) in favour of MMTC Limited, payable at Delhi. Any bid not accompanied by the Earnest Money Deposit as required shall be summarily rejected. No interest is payable on the Earnest Money Deposit.

The earnest money deposit of the unsuccessful bidder shall be returned within seven working days after finalization and award of tender. The earnest money deposit of the successful bidder(s) shall be returned upon receipt of Performance Bank Guarantee.

Bidders may choose to, if they so prefer, deposit the EMD by way of NEFT/RTGS transfer to MMTC's account with the following details:

Bank: MMTC ACCOUNT NO. 52142903753 OF MMTC LIMITED
(STATE BANK OF INDIA, SCOPE COMPLEX BRANCH, NEW DELHI,
SWIFT: SBIN0020511
BRANCH : 20511
IFSC CODE: SBIN0020511

This deposit shall not carry any interest.

Copy of documentary proof of remittance of Rs. 2,00,000/- (Rupees two lakhs only) to MMTC's Bank account is to be submitted in physical mode along with the technical Bid.

In case the bidder withdraw the offer or refused to furnish performance security in accordance with the instructions to Bidder or fails to perform any terms of the obligations after the acceptance of the bid by MMTC, MMTC reserves the right to forfeit EMD of the bidder.

5. **Performance Bank Guarantee:** The successful bidder shall be required to deposit with MMTC Limited an irrevocable Performance Bank Guarantee for Rs. 5,00,000/- (Rs. Five Lacs only) in favour of MMTC Limited, in the prescribed format enclosed at Annexure IV, from any Prime/First-class/Nationalised bank. The Performance Bank Guarantee is to be provided within 5 working days of letter of award, and should be valid for a period of one year from the date of issue.

The Earnest Money Deposit of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee within stipulated time period as above.

Invocation of performance guarantee:

- (i) MMTC reserves the right to invoke the Performance Guarantee if the bidder commits any breach of Contract between the Successful bidder (Surveyor) and MMTC Limited or fails to fulfill any term(s) or condition(s) of the Contract.
- (ii) The Performance Guarantee shall be released to the Surveyor on successful and satisfactory execution of the Contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of its release.

6. **Brief description of work:**

- a. Conducting (initial, interim and final) Draft Survey at the time of arrival of vessel;
- b. Checking seals of hatches etc. before opening;
- c. Break-bulk survey and Damage assessment, if any;
- d. Monitoring discharge operations to meet the designated discharge rate;

- e. Monitoring and Supervising movement of cargo from the port/wharf to the warehouse;
- f. **Drawing samples of cargo for Analysing the same as per the contracted specifications and furnishing the lab reports.**
- g. Monitoring and Supervising dispatch of only allotted quantities to MMTC's buyers
- h. Monitoring and Supervising movement of cargo from warehouse to the factory/plant/mill/farm premises of MMTC's buyers and unloading there;
- i. Reconciliation of receipted quantities at factory/plant/mill/farm premises vis-à-vis dispatches made from MMTC's warehouses at the discharge port;
- j. Photographic reporting;
- k. Daily reporting of events and stock statements and delivery reports;
- l. Monitoring quality, quantity & condition;

B.OTHER TERMS AND CONDITIONS:

1. Price Bids are also to be submitted latest by **1500 hrs IST on 16th May,2019** through electronic mode only as per **Price Bid format – Annexure-II** in E-tender website <https://mmtc.abcprocure.com>. Further, price bid as per **Annexure –II** duly signed and stamped is also required to be uploaded on the website.
2. Bids incomplete or deficient in nature, received late and not accompanied by valid Earnest Money Deposit/Demand Draft and other documents as required are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bids received by fax/e-mail shall not be entertained.
3. Bidders to certify, as per **Certificate -Annexure-III** that the Bid is in complete conformity with tender terms and conditions without any deviations whatsoever. Bids with deviations are liable to be rejected.
4. Bidders shall ensure compliance of all the Central/State Govt. regulations, conventions, policies, guidelines, orders, etc., in force during the currency of the contract, relating to any or all activities connected with unloading and handling the cargo imported by MMTC.
5. If, at a later date, it is found that any bidder had given incorrect and misleading information/ document(s), MMTC shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee, and any other legal action it may deem fit.
6. MMTC reserves the right to call for any additional information/documents from any bidder to this tender, and to be received by MMTC in the time frame as desired by MMTC.
7. MMTC reserves the rights to cancel the tender in totality without assigning any reason(s).

C.SCOPE OF WORK

1. The Surveyor shall be required to supervise the draft survey, along with the CHA appointed by MMTC, to ascertain the quantity to be unloaded at the discharge port;

2. The Surveyor shall be required to check the seals on the hatch covers etc. and carry out break bulk survey to ascertain no damage to the cargo in the holds/hatches, before start of unloading operations. In case any damage is observed, the Surveyor shall bring it to the immediate notice of MMTC and MMTC's sellers/suppliers and the master/vessel agents;
3. Unloading/Discharge operations are to be carried out under strict supervision and monitoring of the Surveyor. The surveyor shall be required to ensure that the unloading operations are taking place in such a manner to ensure that the cargo is not being contaminated/damaged/pilfered/wasted;
4. The Surveyor shall also monitor the discharge operations to ensure that the stipulated discharge rate for that port is being adhered to, so that there is no demurrage on the vessel. They shall be required to keep MMTC apprised of any reasons/causes for delays or hold-ups in the discharge operations;
5. The Surveyor shall be required to inspect the godowns/warehouses being hired by MMTC to check for their suitability for storage of maize, in terms of quantity as well as maintaining the quality parameters. In this regard, the Surveyor shall be required to ensure that the warehouses being used for storing the maize cargo(es) have been appropriately fumigated before movement of the cargo(es) into the warehouse takes place.
6. The Surveyor shall be required to monitor the movement of cargo from the wharf/port to MMTC's godowns/warehouses. In this regard, they shall be required to keep truck-wise records of the cargo being moved, and provide the same to MMTC regularly;
7. The Surveyor shall be required to maintain truck-wise records of inward movements to the warehouse, and reconcile the same with the outward movement from the port. Any discrepancy is required to be brought to MMTC's notice immediately;
8. The Surveyor shall be required to continuously monitor the bagging operations being carried out in MMTC's godown/warehouses, as per the requirements of MMTC's buyers. In this regard, the Surveyor shall be required to demarcate the bags provided by each respective party to ensure that no mixing of bags etc. happens. The Surveyor shall also be responsible for weighing of bagged cargo and keep records of the same;
9. The Surveyor shall be required to monitor the arrangements for storage so that there is no quality deterioration of the cargo while in storage. The Surveyor shall intimate to MMTC if any such deterioration happens, or if fumigation is required to be carried out;
10. The Surveyor, along with the designated CHAs, shall ensure appropriate security arrangement of the Cargo(es) while in MMTC's godowns/warehouses, and shall as such accept full responsibility for any act of theft, criminal mis-appropriation and breach of trust in respect of MMTC's cargo(es) by any such events.
11. MMTC shall be selling the cargo to its buyers in bulk ex-warehouse. Dispatch of cargo to MMTC's buyers is required to be carried out under strict supervision of the Surveyor. In this regard, the Surveyor shall have to ensure that the cargo is being released to the actual user (MMTC's buyer) only against written orders of MMTC and that only the allocated quantities is being released. The Surveyor shall be responsible for any wrong delivery of cargo, and shall be required to compensate to MMTC any such amount calculated for such wrong delivery;

12. The Surveyor shall supervise the loading into trucks, attend weighing of the cargo ex- warehouses, seal the vehicles and issue delivery challans. If onward movement is by rakes, the Surveyor shall supervise rake loading and determine rake quantity.
13. The Surveyor shall be responsible to monitor the outward movement of cargo from MMTC's godowns/warehouses to the plant/mill/farm premises of MMTC's buyers, monitor movement while in transit and to supervise the discharge/unloading at said premises. The Surveyor shall be required to certify the delivery at said premises to match it with dispatch from MMTC's godowns/warehouses to ensure that only the allotted quantities are supplied to MMTC's buyers for whom the delivery orders are issued.
14. The Surveyor shall be required to keep truck-wise records of all movements as above, and provide the same to MMTC regularly. The Surveyor shall also supervise, monitor and ensure proper maintenance the stocks present at all locations at any given point in time, and assist MMTC in its reconciliation activities as well;
15. The Surveyors shall be required to monitor each weighment, especially during outward movement from port/wharf, inward movement to MMTC's godown/warehouses, outward movement from such godown/warehouses during dispatch to MMTC's buyers, and at the time of entry to the factory/plant/mill/farm premises. The Surveyor shall also establish calibration of weighbridges prior to commencement of weighment.
16. Wherever possible, the Surveyor to keep photographic evidences of various operations and provide the same to MMTC.
17. The Surveyor shall depute the required manpower to ensure that the above activities are carried out smoothly;
18. The above scope of work is not exhaustive and includes any other job related to the operation.

D.DOCUMENTS CONSTITUTING THE CONTRACT

The successful bidder is required to enter into a contract with MMTC separately on award of the Tender. The Invitation of Bids, the terms and conditions of Tender, Bid and Letter of Award issued by MMTC along with any amendment(s) issued prior to signing of contract shall constitute the Contract between MMTC and the Surveyor.

E.VALIDITY OF THE CONTRACT

The contract, when awarded, shall be valid for a period of upto six months, which can be extended for a further period, if mutually decided, on satisfactory performance of the Surveyor. Over this period, MMTC intends to handle a quantity of around 50,000 to 1,00,000 MT of maize at any given time at this juncture. However, MMTC does not guarantee any minimum quantity to be handled or any pattern of services. The mere mention of any item of work in their document does not by itself confer a right on the Surveyor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. MMTC reserves the right to increase or decrease the quantity at its sole discretion.

MMTC may terminate the contract at any time before expiry of said period or of extended period, if any, if the performance of the Surveyor is not satisfactory. In this regard, MMTC's decision shall be final and conclusive and shall not be open to challenge. Such termination shall be effective from the date specified in notice issued in writing

to the Surveyor. If the Surveyor fails to execute any, each and every scope/portion/responsibility of their work, services, obligations, responsibilities and liabilities described herein, MMTC in its sole discretion shall be entitled to terminate the contract awarded to the Surveyor at their risk, cost and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the Surveyor hereunder and the Surveyor shall be liable to make good to MMTC the loss, damages and costs which MMTC may have to suffer or bear as a result of its having to make such arrangements.

F. INDEMNITY

The Surveyor shall always keep MMTC fully indemnified against all costs, damages, demurrages and other such things in operation due to negligence of the Surveyor or due to their non-performance/ under performance of any services and/or obligations, or any breach of any terms of Contract. Notwithstanding, anything contained in the Contract, if for any reason, MMTC is disabled or prevented from performing any of its obligation under the Contract, it shall inform to the Surveyor, who shall have no right to claim any payment whatsoever from MMTC either by way of price, compensation, damages or otherwise, in respect of the Contract. The Surveyor shall also keep MMTC fully indemnified for the conduct of its employees/Agent.

G. FORCE MAJEURE

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, fires, floods, explosions , epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment 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 instalment or part of the goods or services shall not be deemed to be waiver/extension of time in respect of the remaining deliverable.

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.

The party which is unable to fulfil 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 the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country shall be sufficient proof of the existence of the above circumstances and their duration.

H. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi. The language of arbitration shall be English only.

I. SUBMISSION OF BILLS:

- The Surveyor shall raise a Proforma Invoice at the rate offered in the Tender on the BL quantity, MMTC shall make the first payment of 60% of this amount after completion of discharge and storage.
 - Final Invoice to be raised on the basis of dispatch quantity (finalized at the time of delivery of the cargo to MMTC's Buyers). Balance amount shall be paid thereafter.
1. While releasing payment to the Surveyor, following deductions shall be made from the bills:
 - TDS as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement
 - Loss or damage to property of vessel(s)/ port or Leased Depot or godown, on account of negligent working of labourers of Surveyors.
 2. Charges are payable to the Surveyor as per **Annexure III** to this tender only and no other charges of whatsoever nature shall be payable.

J. CLAIMS:

1. The Surveyor shall not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of MMTC. All claims shall be lodged promptly and within the prescribed time limit with customs, carriers, vessel(s) agents and shipping lines, insurers, port trust, Municipal Authorities and Railway Authorities (with a copy to MMTC) and pursue the same till they are settled. This obligation of the Surveyor shall continue notwithstanding the expiry of their contract.
2. No claim for any miscellaneous or sundry expenses, incurred by the Surveyor shall be entertained by MMTC.

K. RIGHTS OF MMTC:

1. In the event of the Surveyor not observing any of the terms and conditions, MMTC has right to terminate the Contract and to make alternative arrangements and also recover from the Surveyor all consequential losses suffered by MMTC. If required, the PBG may be invoked.
2. MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
3. MMTC or its authorized representative has right to inspect the Cargo(es) at any time and verify relevant records/documents.

L. ASSIGNMENT OR SUB-LETTING OF CONTRACT

The Surveyor shall not subcontract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of MMTC. For any subcontract entered into by the Surveyor with the consent of the MMTC, the Surveyor shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor(s).

M.GENERAL

- i. Bidders may also check for any amendment in the Tender until the date of bid as any Tender condition can be modified or date of submission of bids may get extended.
- ii. Bids from bidders who have been blacklisted by Govt. of India/Govt. of India Agencies are liable to be rejected.
- iii. If at a later date, it is found that any bidder has given incorrect and misleading information/document(s), MMTC shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
- iv. MMTC reserves the rights to call for any additional information/documents from any bidder to this tender, and to be received by MMTC in the time frame as desired by MMTC.
- v. MMTC reserves the right to cancel the tender in totality without assigning any reason.
- vi. The Agreement / tender shall be governed and construed in accordance with the Indian Laws.

N.AMENDMENT:

Any amendments or changes to their Contract shall be valid only when both the parties to said Contract mutually agree and sign the amendment(s).

O. FRAUD PREVENTION

The Bidder 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 transaction with MMTC.

P. HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

ANNEXURE I

TENDER FOR APPOINTMENT OF SURVEYORS

Company Profile and Criteria for Selection:

MMTC limited is inviting bids from such Surveyors who are known to meet the following criteria:

1. The bidder is to be a certified/accredited member of NABL
2. The bidder has had prior experience in dealing with Agri-Commodities at major ports in India, for at least the last three years. In this respect, the bidder should provide a consolidated commodity-wise statement giving the volume in MT, preferably along with their principal clients on a yearly basis for the last five years, or Experience Certificates from principal clients, along with the commodity and volumes handled.
3. The bidder has a full fledged, operational establishments and laboratories at ports for which they are bidding, for the last minimum 5 years.
4. The bidder has a sound financial background which shall be examined by MMTC on the basis of their balance sheet for the last three years (Copies to be provided). The net worth of the company should justify undertaking of such volume of business as required under this tender. In addition, the bidder also needs to produce a Bank Creditworthiness Certificate from their bankers.
5. The bidder has NOT been blacklisted by MMTC Limited and/or any Port Authority in India and/or Govt. of India in the last 5 years.
6. The bidder has their own accredited labs. Details of labs owned by the bidder mentioning specific accreditations of the facilities available.

Accordingly, the bidder must submit the documents in support and evidence thereof.

The bidder is also required to submit the following for its company profile:

1. Certified Copy of Partnership Deed/ Memorandum and Articles of Association etc as applicable.
2. Copy of Certificate of Registration.
3. Details of Directors/Partners/Proprietor (whatever applicable) including address and PAN No. (On their letterhead)
4. Self – attested Bank Statement for the last three months of any bank .
5. Copy of Service tax/VAT/ TIN number allotted to him by the appropriate authority.
6. Self attested copies of PAN Card of the Company

ANNEXURE II - PRICE BID FORMAT

TENDER FOR APPOINTMENT OF SURVEYOR

(To be uploaded on mmtc.abcprocure.com)

The Chief General Manager
MMTC LIMITED
Core-1, Scope Complex Lodhi Road
New Delhi 110 001

Dear Sir,

I/we submit our bid as follows:

FOR APPOINTMENT OF SURVEYOR(S) AT VARIOUS PORTS IN INDIA FOR DISCHARGE/DELIVERY SUPERVISION AND ANALYSIS FOR MAIZE IMPORTED BY MMTC LIMITED

| S. NO. | SCOPE OF WORK/JOB AND FUNCTIONS | PORT OF OPERATIONS | SURVEYOR CHARGES IN RS./MT (INCLUSIVE OF ALL TAXES/DUTIES ETC. AS APPLICABLE)** |
|--------|--|--------------------|---|
| 1 | As per detailed terms, conditions, jobs and functions mentioned in the above tender documents, duly accepted by the Bidder in Rs. Per MT | Tuticorin | |
| | | Vizag | |
| | | Mangalore | |
| | | Kandla | |
| | | Mumbai | |

* MMTC intends to import at any or all of the following ports: Tuticorin, Vishakhapatnam, Mangalore, Kandla, Mumbai. The Bidder may quote for more than one port.

Validity of the Bid: 31st May 2019

****The quoted rate shall be applicable for the period of one year, or the validity of contract, whichever is earlier. The above rates inclusive of any applicable port dues/wharfage, etc. MMTC shall not be liable for changes in tax rates. Any such increase/decrease and levy of any new taxes/duties/cess during the currency of contract shall be to the bidder's account.**

**AUTHORISED SIGNATORY
COMPANY SEAL**

ANNEXURE III

TENDER FOR APPOINTMENT OF SURVEYOR

CERTIFICATE OF CONFORMITY

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by MMTC Limited and/or any Port Authority or Govt. of India in the last 5 years.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

Performance Bank Guarantee Format

(To be executed by any Schedule Bank in India on Stamp paper

M/s. MMTC Limited
Core-I, Scope Complex,
7, Institutional Area,
Lodhi Road, New Delhi-110 003

Dear Sirs,

1. Whereas, MMTC Limited having its registered office at core-1 , Scope Complex , Lodhi Road , New Delhi-110003 India have entered into Contract No./LOI_____Dated_____(hereinafter called “CONTRACT”) for _____ with M/s _____(hereinafter called the ‘Surveyor’) address _____.
2. AND WHEREAS the Surveyor 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 Surveyor, we _____Bank _____(address) ,hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on upto and not exceeding the sum of Rs _____payable by the Surveyor in the event of failing to perform any or all their obligations under the CONTRACT/LOI.. The decision of the MMTC that the Surveyor 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 MMTC not exceeding the sum of Rs _____ only without any demur, delay, protest and without any reference or recourse to the Surveyor notwithstanding any dispute raised by Surveyor in any suit proceeding 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 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 _____(date)

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____(expiry date).
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 is.
8. This guarantee comes into force forthwith
9. We _____Bank, 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 said contract/LOI or extend time of performance by the said Surveyor from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMTC against the said Surveyor and/or forebear or enforce any part of the terms & conditions relating to the said contract and we, shall not be relieved from our liability by reason of any such variation or extension being granted to the said Surveyor.
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 constitution of the Bank or the said Surveyor.
13. We have the power to issue this Gurantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Gurantee under the Power of Attoney granted to him by the Bank

SIGNED AND DELIVED THIS _____DAY of _____, 2019

Yours faithfully
For and on behalf of
_____ (Bank)
Address

Banker's Seal

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

E-Tender is available on MMTC e-procurement website URL:- <https://mmtc.abcprocure.com/> EPROC for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal URL:- <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below. Procedure for Obtaining Digital Certificate The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 3 working days.

| Vendor's Queries | Contact Numbers | e-Mail ID |
|---|---------------------|--|
| New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID | +91-(79)- 68136 866 | info@abcProcure.com |
| | +91-(79)- 68136 878 | |
| | +91-(79)- 68136 845 | |
| | +91-(79)- 68136 841 | |
| Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC) | +91 9265562826 | abhijeet@eptl.in |
| Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team). | +91-(79)- 68136 833 | support@abcProcure.com |
| | +91-(79)- 68136 854 | |
| | +91-(79)- 68136 850 | pankesh@eptl.in |
| | +91-(79)- 68136 849 | |
| | +91-(79)- 68136 848 | |

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.

2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.

3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.

4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Mandatory Information of Bidder

| | | |
|-------------------------------|---|--|
| Company Name | : | |
| Registration Number | : | |
| Registered Address | : | |
| PAN NO. / TAN NO. | : | |
| 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