



A Govt. of India Enterprise
Touching Lives, adding value
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No. MMTC/KOL/MN/DOM/S-001

Dated: 10th March 2014

Addendum No. 1 to NIT No. MMTC/KOL/MN/DOM/S-001 dated 7th March 2014

Ref.: 21.6 c) Part – A: TECHNICAL BID

Bidders shall submit 50% of the EMD through RTGS/DD and the balance 50% of EMD value in the form of a bank guarantee (Proforma enclosed at appendix A) through a scheduled commercial bank (other than Gramin bank and Co-operative bank) in Kolkata, India in favour of MMTC Limited. The BG should be valid for **minimum 60 days**. Offer without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents.

All other terms and conditions of the tender remain the same.

Appendix-A

PROFORMA FOR BANK GUARANTEE FOR EMD

(On a stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank or Cooperative Bank)

Bank Guarantee No. _____

Date _____

REF No.

MMTC LIMITED,

4th Floor, NIC Building,

8 India Exchange Place,

Kolkata - 700001, India

Sir,

1. WHEREAS, MMTC LIMITED, 4th Floor, NIC Building, 8 India Exchange Place, Kolkata - 700001, India, (hereinafter referred to as MMTC) has invited bids vide Offer for Manganese Ore at Vizag and Haldia (hereinafter referred to as Invitation to Bids) for supply of _____ MTs +/-10% Manganese Ore.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to Rs. _____ in favour of MMTC, Kolkata in the form of a Bank Guarantee of Rs. _____ with a validity **upto 31st May 2014 within and claim period upto 30th June 2014.**
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, Kolkata up to and not exceeding the sum of Rs. _____ with a validity **upto 31st May 2014 within and claim period upto 30th June 2014** and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the contract forwarded by MMTC within five calendar days.
 - c) shall in the event of the offer being accepted by MMTC, the bidder shall unconditionally agree to keep this bank guarantee as security deposit towards satisfactory performance of the contract.

- c) shall further arrange to supply the confirmed quantities as per the contract. by the last date of shipment indicated in the contract.
- e) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Kolkata, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of Rs. _____. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ _____ only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC Limited, Kolkata, India across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____ only.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
10. The liability of this bank shall discharge upon receipt of Rs. _____ only by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially **upto 31st May 2014 within and claim period upto 30th June 2014** and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.

13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

<u>BANK GUARANTEE - EMD</u>		
With validity upto	:	31st May 2014
With Claim period	:	30th June 2014