



CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24381372

FILE No: MMTC/CO/COMP/Exhibition/2015-16/1292/1

DATE: 26.09.2017

REQUEST FOR PROPOSAL

MMTC Limited invites e-bids (technical and commercial) from eligible vendors for hiring of desktops, laptops, printers, UPS, networking services and onsite service engineers for MMTC exhibitions.

The copy of tender document may be downloaded from website <http://www.mmtclimited.gov.in>, <https://mmtc.eproc.in> and <http://www.eprocure.gov.in> .

The details are as given below:

Tender Reference	
Start Date for Tender document download	26 th September '2017
Last Date and Time for receipts of tender offers	3 rd Oct '2017 up to 1500 Hrs.
Bid Opening	3 rd Oct '2017 at 15 30 Hrs.
Address of Communication	Ms. Payal Arora Manager (Systems) MMTC Limited Scope Complex, Core-1 5 th Floor, Computer Centre New Delhi – 110003
Contact Telephone Numbers	Phone: 011-24381372

MMTC reserves the right to reject any or all of the bids without assigning any reason and the decision of MMTC in this regard shall be final.

1 ELIGIBILITY CRITERIA

- i. The bidder company/firm should be registered in India.(Copy of Certificate of Incorporation and PAN required).
- ii. Bidder should be financially sound i.e., it must have made profits in the immediately preceding two financial years i.e. FY-16-17 and FY 15-16.
- iii. The bidder should submit letter of acceptance of all terms and conditions of the RFP as per FORM A-2.
- iv. The Bidder should have average turnover of Rs. 1 Crore during last two financial years.(Submit copy of Annual Audit of last two financial years..
- v. Bidder should provide at least one work order for services mentioned in the scope of work of this tender.

The documentary evidence in respect of all the above points would have to be provided while submitting Technical bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.

2 SCOPE OF WORK

MMTC is organizing Exhibition at Hotel Ashok, New Delhi during the period 12th October, 2017 to 17th October, 2017 where approximately 25 counters will be set up. We require desktops, laptops, printers and UPS on rent basis and networking services for the setup of approximately a 25 node LAN network for 6 days of the exhibition. The timings of the exhibition shall be from 9 am to 9 pm. Also, network and hardware engineers would be required onsite during exhibitions period for support. Details are as per Annexure-I. The setup has to be done on 12th October, 2017 i.e. first day of exhibition and has to be ready by 9:00AM.

The bidder may be required to provide services for other exhibitions and venues as decided by MMTC during the contract period as and when required.

Contract period: The contract will be placed for a period of 1 year wherein the rates will be valid for a year. Within the contract period, the work order shall be placed based on the actual requirements of the exhibition. The contract may be renewed for further period of one year on same terms & conditions/rates, if the services provided are satisfactory.

TERMS & CONDITIONS

3.1 General

3.1.1 The Tender shall be submitted online in two parts: Technical Bid and Commercial Bid.

3.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid. In case the services offered deviates from the scope of services as described in this RFP, the Bidder should describe unambiguously in what respect and to what extent the services offered by him differs from our specification even if the deviation is not very material.

3.2 Documents to be enclosed with the Technical Bid:-

3.2.1 The Bidders shall enumerate the operational experience in similar services offered to large clients in Form A-1. The relevant supporting documents for such experience/expertise should be attached.

3.2.2 The Bidder has to sign Form A-2 as agreement to the scope and general terms and conditions of this RFP.

3.2.3 Supporting Documents in support of the Eligibility Criteria mentioned in Clause 1.1 above.

3.3 TECHNICAL EVALUATION CRITERIA

3.3.1 The Bidder should fulfill all the Eligibility Criteria.

3.3.2 The Bidder should submit all the documents to be enclosed with the Technical Bid.

3.3.3 The Bidder should submit documentary evidence in respect of all the points specified in Eligibility Criteria and also in respect of the documents to be enclosed with the Technical Bid.

3.4 COMMERCIAL BID

3.4.1 The Bidder shall give the Commercial Bid in Form B.

3.4.2 The Prices quoted in the Commercial Bid should be inclusive of all taxes, duties, and expenses payable to any party or Government. Statements such as “Taxes as applicable” will not be entertained.

3.5 BID SUBMISSION:

3.5.1 The bid shall be submitted in two parts, Technical and commercial bid.

1. **The technical and commercial bid must be submitted in Electronic Mode only** on the MMTC E-Tendering website <https://mmtc.eproc.in> by the bid submission date and time.

The Technical bid will be opened in the presence of the authorized representative of the bidder as per the schedule mentioned above. The person intend to attend the opening should bring authorization letter for the same from the company.

3.5.2 SPECIAL TERMS & CONDITIONS FOR E-TENDER

- Offers to be submitted online on MMTC's e-procurement portal (<https://mmtc.eproc.in>) against the respective tender along with scanned copy of duly signed offer on letterhead.
- 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.
- 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.
- Bidders are advised to print and save bid submission receipt after submission of bids.
- The internet browser used should be internet explorer version 10.0 and above. The operating system should be Microsoft windows 7.
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- 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@c l india.com	+91-9910433177

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

The Service provider shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

Bid submitted by FAX/email will not be accepted. Postal delay in submission will not be condoned

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

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

3.6. 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, even though MMTC may elect to modify/withdraw the RFP.

3.7 CLARIFICATION OF BIDDING DOCUMENTS

3.7.1 Any Bidder requiring any clarification of the bid documents or for clarification sought for existing IT infrastructure may notify MMTC through email at payal@mmtclimited.com.

3.8. AMENDMENTS TO BID INFORMATION:

3.81 MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any. The bid submitted by the Bidder shall take into account all such amendments/revisions.

3.9. PRICES

3.9.1 Prices quoted in the Commercial Bid shall be firm and not subject to variation on any account. The Bidder should quote for the full parts of the services as specified in this RFP. Part bid for any services will not be accepted and liable to be rejected.

3.9.2 The price quoted by the Bidder shall remain firm & will not be subject to escalation of any description whether statutory or otherwise,

3.10. Validity:

The Bidders shall hold valid their bids for 90 days from the closing date for the 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.

3.11 Language of Bids

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and unambiguous words or phrases requiring interpretation.

3.12 Corrections:

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

3.14. Bid Valuation:

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

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

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.

3.15 Clarification of Bids:

When deemed necessary, MMTC may enquire for clarifications from the Bidder during bid evaluation. However, such clarifications furnished by Bidders shall in no way change or cause any change in the substance of the bid submitted, or price quoted thereof.

3.16 Changes after Opening of BIDS

No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable after opening of the bids.

3.17 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. MMTC is not bound to accept the lowest or any bid or to assign any reason for non-acceptance.

3.18 BID CURRENCY

All costs and charges related to the bid shall be expressed in Indian Rupees.

3.19 Award of Contract

In addition to the Bidder being the successful Bidder meeting all eligibility, technical and commercial criteria, MMTC will also determine to its satisfaction whether the Bidder selected has submitted the successful responsive bid among the Bidders short listed and is qualified to satisfactorily perform the Contract. The determination will take into account the Bidders technical, financial and implementation capabilities. It will be based upon the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as MMTC may deem necessary and appropriate.

3.20 Award Criteria

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. However, MMTC shall not be bound to accept the lowest or any bid and reserves unequivocally the right to accept any bid, wholly or in part. The L1 party will be decided on basis of **Total amount (B1)** in form B (Commercial Bid).

3.21 Notification of Award

The acceptance of a bid, subject to the signing of the Contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder. Any change of address of the Bidder, therefore, should be promptly notified in writing to MMTC.

3.22 Performance Guarantee (PG):

3.22.1 The successful Bidder, is required to submit a performance guarantee as per Purchaser's prescribed performance 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, for an amount of 10% of Contract value only. 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 interest 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.

3.22.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Delhi/New Delhi.

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

3.22.4 The Performance Bank Guarantee may be discharged / returned by MMTC after the completion of the Contract upon being satisfied that successful Bidder has successfully performed its obligations under the Contract. The Performance Bank Guarantee shall be valid for the entire duration of the Contract period plus three months thereafter.

3.22.5 In the event the successful Bidder being unable to perform its obligations under the Contract, during the Contract period, for whatsoever reason, the Performance Bank Guarantee would be encashed by MMTC.

3.23 SIGNING OF THE CONTRACT

The successful Bidder shall be required to enter into a formal contract with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 PAYMENT TERMS

4.1.1 Payment shall be made after successful completion of each exhibition on submission of invoices.

4.1.2 Bank guarantee drawn on a scheduled commercial bank in favour of MMTC LIMITED for an amount of (10%) of the contract value should be submitted on receipt of the Work order.

4.2. TAXES, DUTIES, LEVIES AND INCIDENTAL EXPENSES

4.2.1 The bidder will bear all Taxes, Duties, Levies and any other Incidental expenses including boarding lodging & conveyance for execution of the work order.

4.3. DELAYS IN THE BIDDER'S PERFORMANCE:

4.3.1 Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.

4.3.2 Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -

- (a) Invocation of its Performance Guarantee.
- (b) Imposition of liquidated damages, and/or
- (c) Termination of the Contract for default.

4.4 DELIVERY LOCATION AND PERIOD

4.4.1 The services to be given at exhibition venue for a period of duration of exhibition.

4.5 INDEMNITY:

The successful Bidder shall provide Indemnity bond on stamp paper that at all times

indemnify MMTC, being unlimited with the time, against all claims which may be made in respect of infringement of any rights protected by patent registration, design or trade mark or for any other reason for performance of the Contract by the successful Bidder. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, 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 and indemnify MMTC for any loss/damage/cost/expenses etc.

4.6 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(including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables. If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

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

4.7 Dispute Resolution

(a) Conciliation:

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

(b) Arbitration :

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

binding on the parties. The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

(c) Exclusive Jurisdiction :

The parties hereto agree that any matter or issue arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

4.8 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.

4.9 FRAUD PREVENTION POLICY

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

(i) The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

(iv) The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

(v) The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(b) Disqualification from tender process and exclusion from future contracts : If the

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

- (c) Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to clause mentioned above, 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.

4.10 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 the agency(s) in accordance with the policy in force.

4.11 LIQUIDATED DAMAGES

The timely delivery of the services is essence of the Contract. In the event of successful Bidder’s failure to perform the Contract, the liquidated damages are payable by the successful Bidder @ 2 % per week of the contract Price subject to a maximum of 10% of total contract value.

4.12 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person or persons contracting through purchaser.

FORM A-1

CLIENTELE / EXPERIENCE

Sr. No	Name of the client, Contact person, Designation & telephone No.	Annual turnover of client (Rs.)	Period of contract	The Services provided to the client (especially those relevant to MMTC requirements *)	Approx value of the contract in (Rs.)
1.					
2.					
3.					
4.					
5.					
..					
..					
N					

*Note

1. Give at least two references where services have been provided by the Bidder. Copies of the work orders have to be attached for at least two clients.

Date :

Signature :

Place :

Name :

Designation :

Company :

Seal of the Company :

FORM A-2

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the RFP.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

FORM B

Commercial Bid

S.No	Item Description	Amount in INR (RS. Inclusive of all taxes) unit rate	Qty (Nos)	Total Amount= unit rate x Qty
1.	Desktop on Rent (Per day per unit)		25	
2.	Laptop on Rent (Per day per unit)			
3.	UPS on Rent (Per day per unit)		25	
4.	Laser Printer with cartridge (Per unit)		25	
5.	Replacement cartridges(per unit)		25*	
6.	RJ45 Connector Box on purchase basis (Per unit)		100pcs	
7.	AMP Cat 5e Cable Box on purchase basis (approx 1000 meters i.e. 4 boxes)		1000metres	
8.	Site Engineer (Per day)		2 x 6 days	
9	D-Link Switches (24-port, 8-port) on rental basis (Per day per Unit)		10	
TOTAL AMOUNT (B1):				

*The quantity may vary depending upon the usage. The vendor shall be required to supply on requirement basis.

Please Note while quoting-

The rates quoted above should be strictly as per the format. If there are any other charges quoted separately the bid will not be considered and may be disqualified.

REMARK: - a) The cost should be inclusive of Taxes/ VAT/Service Tax/any other taxes etc.

b) MMTC would not provide any charges towards Boarding/Lodging/ Traveling /transportation etc of above listed items. The same has to be borne by vendor.

ANNEXURE – I

SNo.	Item Details
1	Desktops on Rent with minimum configurations :- I5 processor,2 GB RAM, LAN Card, 80 GB HDD, Keyboard, Mouse, 15" TFT, Windows 7, Microsoft Office and above, Anti Virus
2	Laptops on Rent with minimum configurations: - I5 processor,2 GB RAM, LAN Card, 80 GB HDD, Keyboard, Mouse, 15" TFT, Windows 7, Microsoft Office and above, Anti Virus
3	UPS on Rent: Minimum 500 VA
4	Laser Printers(mono) on Rent (With new cartridges)
5	Replacement of new printer cartridges with exhausted one
6	RJ45 Connector Box(100 units) on purchase basis
7	AMP Cat 5/6 Cable Box on purchase basis
8	Two Site Engineers for whole duration (1 H/w and 1 N/w)
9	D-Link Switches (24-port, 8-port) on rental basis

ANNEXURE-II

PERFORMANCE BANK GUARANTEE (Rs. 100 stamp paper)

No.

Date

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

1. WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at _____(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._____ (10% of the total **contract** value).
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 upto 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 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 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 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 has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ ,

Witness: 1.
2.

(Authorised Signatory)
With Seal & Signature