



Regional office, MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007, Telephone No.0674-2543331

PAN NO.AAACM1433E
CIN L51909DL1963GOI004033

No: **MMTC/BBSR/E-WASTE/EOI//2019-20/01**

Date : **12.02.2020**

Notice Invites request for Expression of Interest (EOI) for Empanelment of Vendors for Management of E-Waste of MMTC Limited, RO Bhubaneswar

MMTC Limited, RO Bhubaneswar (hereinafter called MMTC) invites “**request for Expression of Interest (EOI) for Empanelment of Vendors for Management of E-Waste of MMTC Limited, RO Bhubaneswar**” from eligible vendors to dispose E-Waste as per details/scope of work mentioned in this document “As Is, Where Is” basis UNDER SWACHH BHARAT MISSION.

EOI document can be downloaded from the www.mmtclimited.com & www.eprocure.gov.in website from 12.02.2020, 17:00 Hrs. onwards.

The EOI is to be submitted in closed covers and addressed to the Chief Manager (Admin.), MMTC Limited, Alok Bharati Complex, 7th Floor, Sahidnagar, Bhubaneswar, Odissa, Pin 751007 on or before 13:00 hrs. on 04.03.2020 (Wednesday).

- A. If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- B. The rate as per the prescribed format of Price Bid should be submitted in separate sealed envelope.

After completion of all formalities, eligible applicants would be empanelled with MMTC for a period of (1) ONE year.

Other details can be seen in the EOI document.

**Chief Manager (Administration)
MMTC Limited RO Bhubaneswar**

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1. Introduction

MMTC Limited is a Government of India Enterprise, under the administrative control of Department of Commerce, having its Corporate Office at Core-1, Scope Complex, Lodhi Road, New Delhi-110 003. MMTC Limited was set up in 1963 and is engaged in international and domestic trading of commodities, which include Minerals, Precious metals, Non-Ferrous metals, Steel, Power, Fertilizer & Fertilizer raw materials, Coal & Hydrocarbon, Agro commodities and General trade. MMTC Limited further known as MMTC.

For the purpose Agreements will have to be executed separately between the successful Applicant(s) and MMTC. The successful applicant is required to complete all the formalities with MMTC separately.

In order to meet the Services requirement, the MMTC proposes to invite EOI from eligible vendors to dispose E-Waste as per details/scope of work mentioned in this document.

2. SCOPE OF WORK

With an aim to make India clean, the Swachh Bharat Mission (Urban) was launched by the Government of India on 2nd October 2014. One of the key goals of the mission is to achieve 100% scientific processing of solid waste.

As per E-Waste Management Rules 2016 and the Hazardous and other Wastes (Management and Transboundary Movement) Amendment Rules, 2019 and its Principal Rules *plastic waste means any plastic discarded after use or after their intended use is over. Plastic is defined as material which contains as an essential ingredient a high polymer such as polyethylene terephthalate, high density polyethylene, Vinyl, low density polyethylene, polypropylene, polystyrene resins, multi-material like acrylonitrile butadiene styrene, polyphenylene oxide, polycarbonate, polybutylene terephthalate.* It is to be noted that this definition is intended to be indicative in nature. The exact scope of work and other details will also be finalized at the time, and a tender process will thereafter be followed.

According to the Integrated Solid Waste Management (ISWM) hierarchy, recovery and recycling is preferred waste management strategy after source reduction and reuse. Recovery of the recyclables should be adopted before planning for any waste processing or treatment facilities. Non-biodegradable waste such as plastic, paper, metal, glass, E-Waste etc should be recycled separately in the individual recycling plant.

This EOI intends to shortlist agencies capable of taking up the Dispose of different items, “As Is, Where Is” basis of setting up the plastic waste management facility.

- A. Details of the items are attached in ANNEXURE - I.
- B. The Bidder may apply to purchase any of the product.
- C. It should be mentioned clearly with the technical bid and the commercial bid also should submit accordingly.

- D. The Bidder shall ensure compliance of all the Government of India's regulations/ conventions/ policies/ guidelines/ orders etc., in force related to any or all of the above activities from time to time.
- E. The Handing over of the material by MMTC will be done within 2 working days of the drawing of lots, by collecting from the purchaser the cash receipt of the cash section. The purchaser must sign a receipt after accepting the material. The E-Waste should be collected from MMTC offices within 2 weeks of issue of order by the vendor.
- F. Quotation will be given by the vendors who are present, on a quotation slip bearing tender no., date, time and venue, sealed in a envelop. Every vendor must submit a copy of their business registration documents.
- G. Quotations may be processed in the usual manner beyond this step with the usual deadlines for submission of the demand draft by the highest bidder be declared, and the deadline for pickup of the material upon payment by the highest bidder, should be next working day from the day of awarding / posting the name of the vendor on the web.
- H. If E-Waste is generated/collected in one State and required to be transported to another state for dismantling /recycling / final disposal, it would be the responsibility of the bidder to obtain "No Objection Certificate" from the concerned State Pollution Control Board / Pollution Control Committee of Union Territory and intimate the State Pollution Control Board / Pollution Control Committee of Union Territory in transit as required by the GOI guidelines currently in force.
- I. Bidders should follow environmentally sound practices for management of E-Waste as per GOI guidelines currently and future in force.
- J. The E-Waste should be disposed off in accordance with the timelines laid down by the GOI guidelines currently in force. On final disposal, the vendor would be required to provide a Certificate to this effect to the MMTC within 30 days after receipt of the e-Waste.
- K. All applicable Central / State Government / Union Territory taxes to be borne by the vendor.
- L. Empanelled vendors not submitting their response for three limited tenders may be delisted from our empanelment list at the discretion of the MMTC.

3. Eligibility Criteria :

Bidders must fulfill following eligibility criteria and submit the self certified documents mentioned at **Annexure - I** of this tender document in support of the same as under: -

- 3.1 Must be registered for GST with Departments of Government of India / State Government. Valid GSTR self attested Certificate should attach with the technical Bid.
- 3.2 Must be Income Tax assessee. Attach a copy of self attested Certificate Annual Audited Report, for past three financial years with the technical Bid..
- 3.3 Must not be blacklisted by any Department of the Government of India or of any State / or by any PSU / Autonomous Organisation of Government. An Undertaking shall be given by the bidder regarding non-blacklisting of the bidder in the format given in **Annexure-III** in the tender document. Bids without above undertaking will be summarily rejected
- 3.4 Must be registered as a Recycler / Preprocessor of eWaste with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the State Pollution Control Board or State Governments dealing with E-Waste etc. Bids received from the firms other than so registered will be summarily rejected. Self attested certificate is to be attached in the format given in **Annexure-IV**. In case of failure to deposit such Undertaking the bid shall be summarily rejected.
- 3.5 Shall be provider of required similar services. Firms may submit EOI as sole entities or in consortium of not more than two partners. In case of consortium, the lead partner must be clearly identified in the EOI response and shall be liable for fulfilling all and any obligations that may arise out of this EOI process.
- 3.6 Firm must have experience in solid waste collection and transportation.
- 3.7 Firm must have experience in setting up treatment/ processing/recycling waste items.
- 3.8 Bidder should mentioned the Approach, methodology and time line schedule
- 3.9 The EoI documents must be duly signed on all the pages as a token of acceptance of all the terms and conditions.
- 3.10 Apart from the above, the bidders also shall submit the following documents in the technical bids along with :
 - 3.10.1 Self attested copy of Registration Certificate.
 - 3.10.2 Self attested copy of PAN card & GST Registration Certificate.
 - 3.10.3 List of clients presently being served/served in past for similar work, with Contact name, address and mobile no, accompanied by relevant work orders/ pay orders/ client certificates

4. Cost of Request for EOI document:

The participating Applicants shall bear all the costs associated with or relating to the preparation and submission of their EOIs including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the MMTC or any other costs incurred in connection with or relating to their EOI. MMTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant regardless of the conduct or outcome of the EOI process.

5. General Terms and Conditions:

- i. Bidders are solely responsible for timely delivery of the responses to the above-mentioned address and are solely responsible for delays in receipt. Responses not received on or before the last date and time of submission will not be considered. Postal delay shall not be entertained.
- ii. The bidder shall bear all costs associated with the preparation and submission of the EOI, including cost of presentation for the purposes of clarification of the response, if so desired by MMTC. MMTC will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the evaluation process.
- iii. MMTC reserves the right to accept or reject any/all offer of Expression of Interest without assigning any reason whatsoever.
- iv. Final selection under this EOI , for each of the stated items from the EoIs received will be done at the discretion of MMTC and the decision of MMTC will be final and binding on all participating parties.
- v. Empanelment of Overseas Agency / ies or Agent /s by MMTC does not entail any commitment from MMTC for contracts during the validity of empanelment.
- vi. MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective applicants.
- vii. The terms mentioned in this EoI are only illustrative and not exhaustive. The qualified Agent will be required to enter into contract as devised by MMTC to fully protect MMTC's interest and also the interest of prospective customers.
- viii. The response to this EOI notice should be full and complete in all respects. MMTC may summarily reject the incomplete or partial responses.
- ix. MMTC is not bound contractually or in any other way to any prospective Agency / ies or Agent to this EoI. MMTC is also not liable for any cost or compensation incurred by anyone to this EoI.
- x. Validity of empanelment under this EoI shall be for duration of one year from the date of acceptance by MMTC, which may be renewed on basis of performance of the Agency / ies or Agent, at the sole discretion of MMTC. Validity of EoI can also be terminated by MMTC at its sole discretion.

- xi. Ownership of EoI documents and information therein (all EoI documents) shall be property of MMTC on submission. Where the prospective Agency / ies or Agent wants the information provided to be kept confidential as such disclosure would unreasonably affect it's business affairs, notice is to be given at the time of delivery of information or documents by making such information "Confidential". In so far as possible, MMTC will give effect to the prospective Agency / ies or Agent stated wishes and access to such information will be determined under provisions of Right to Information (RTI) Act 2005.
- xii. MMTC is in no way bound to limit its business enquiry/ circulars to empanelled Agency / ies or Agent only.
- xiii. The prospective Agency / ies or Agent should not have any track record showing Conflict of Interest Criteria for evaluation / continuation with MMTC Ltd.
- xiv. MMTC reserves the right to add / delete in this list of Empanelled Associates at its sole discretion.
- xv. The EOI response shall be signed and on each page by the authorized representative of the bidder and a copy of the power of attorney of the authorized signatory to be attached.
- xvi. The EOI responses submitted by bidder/ s will be a property of MMTC. MMTC will not return the same to the bidders.
- xvii. MMTC reserves the rights to accept or reject any EOI without assigning any reason thereof.
- xviii. The decision of MMTC will be final in case of dispute.
- xix. The shortlisted agencies shall be declared and notified in writing by MMTC and may be invited to participate in subsequent tender process.
- xx. MMTC shall not provide space for collection centre, the bidder may enter in to agreement with existing waste collector or establish a new collection centre on their own.

1. Indemnity :

No damage shall be caused to the existing property of the MMTC Limited or any other Offices in the premises while removing the materials from the site. Any loss/damage to the property of the MMTC Limited or any other Offices in the premises or injury or personal accident suffered by any person due to negligence or action of the successful bidder or his authorized worker/supervisor will be borne by successful bidder and MMTC Limited will be indemnified.

2. Arbitration :

Any dispute or difference whatsoever arising between the parties to this contract out of or relating to the construction , meaning , scope, operation or effect of this contract or validity of the breach thereof shall be settled by Arbitration by the sole Arbitrator to be appointed by General Manager, Regional Head of MMTC Limited., Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 with amendments shall be applicable to such arbitration proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The venue of arbitration shall be Bhubaneswar.

3. FORCE MAJEURE

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, act of God, act of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, epidemics, strikes or any other labour trouble, embargoes, blockages, Mobilization, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned 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 installment or part of the goods shall not be deemed to be waiver /extension of time in respect of the remaining deliveries.

If operation of such circumstances **exceed one 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 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 of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

4. Public procurement policy for Micro and small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, small and Medium Enterprises, Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

5. FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(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 <https://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)/Buyer(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)/Buyer(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, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s)/Buyer(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) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto 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)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in 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 this Clause, above 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) Buyer(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 or during execution according to this Clause(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.

6. 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 Buyer while discharging its obligations under the agreement or otherwise, comes 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 Buyer in accordance with the policy in force.

ANNEXURE – I (ITEM DETAILS)

Categories of electrical and electronic equipment, Plastic Materials, etc. including their components, consumables, parts and spares covered under the rules

Sl.No.	Items
1	Personal Computing: Personal Computers (Central Processing Unit with input and output devices)
2	MODEMS, LAN CARD
3	Printers including cartridges
4	UPS Batteries, Telephone and other CAR Batteries
5	Copying equipment including cartridges
6	Facsimile cartridges
7	Telephones
8	Pay telephones
9	Cordless telephones
10	Cellular telephones
11	Answering systems
12	Electrical Equipments including all types of Tubes, fluorescent lamps, other types of lamps, etc.
13	All types of Plastic Materials
14	AC Machines and Equipments
15	Refrigerator and its equipments

Appendix 1: Cover Letter

Date:

Tender Notice No.: MMTC/BBSR/E-WASTE/EOI//2019-20/01

To,
Chief Manager (Admin.)
MMTC Limited
RO Bhubaneswar

Subject: Expression of Interest (EOI) for Setting up Plastic Waste Management Facility for Collection and Treatment of Plastic Waste under Swachh Bharat Mission.

Sir,

Having examined the EOI document, we, the undersigned, offer our Expression of Interest and undertake that the information submitted in the EOI is correct to the best of our knowledge. We agree to the terms and conditions mentioned in the EOI document.

Yours faithfully,

(Signature) Name:
For and on behalf of:

Contact Details:

1. Name and Address of the
Company Name:

Address:

Telephone No.

: Fax:

E-mail :

2. Name and Address of the Contact

Person Name:

Address:

Direct Telephone

No. : Mobile No.:

Fax:

E-mail

:

KYC OF BIDDER

Tender No.	
Tender ID	
Subject	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO.	
GSTR NO.	
MSME Certificate (in case of MSME bidder) (Enclose self certified Copy)	
Registration Certificate No. issued by Centre/State Pollution Control Board	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Signature of Authorized Signatory
with stamp

Name and Deisgnation of the person _____

KYC details (Know your Customer)**In case of Company/ Firm**

- (i) ID proof & address proof of Directors.
- (ii) MOA & articles of association.

In case of proprietorship

- Copy of Proprietorship & Identity proof of the sole proprietorship
- Address & ID proof of proprietorship DL/Voter ID card/Aadhaar card etc.

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Dated 12.02.2020

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Date 12.02.2020

UNDERTAKING

I/We_____do hereby solemnly affirm and declare that the My/Our firm /company/business entity is not blacklisted by any Government Department/Autonomous Organization etc. or prosecuted by any court of law.

Dated:

**Signature of Authorized Signatory
with stamp**

Name of the person_____

ANNEXURE - IV

TENDER NO. – MMTC/BBSR/E-WASTE/EOI//2019-20/01

Dated 12.02.2020

UNDERTAKING FOR DISPOSAL OF EWASTE

I/We _____ do hereby solemnly affirm and declare that E-Waste items out of old/obsolete/unserviceable computer hardware will be stored/process/disposed off as per Rule 12 of Chapter IV of E-Waste(Management and Handling) Rules, 2011.

Dated:

**Signature of Authorized Signatory
with stamp**

Name of the person _____

ANNEXURE – V

TENDER NO. – MMTC/BBSR/E-WASTE/EOI//2019-20/01

Dated 12.02.2020

Declaration

I do hereby declare that the above information is true to my knowledge and my expression of interest will be treated as cancelled if any information is found incorrect.

Date

Designation & Signature of Authorized Representative

Note: All responding agencies may be invited to make detailed presentations on their proposed technology/methodology before the Technical Committee.

ANNEXURE - VI

Financial Bid for Disposal of old/unusable/obsolete under E-WasteManagement

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Dated 12.02.2020

Financial offer in the following format along with sign of authorized person:

Name of the Bidder/Firm : - _____

Address of the Bidder/Firm: - _____

Description of Item	Minimum Reserved Price	Total Quoted Amount	Remarks
eWaste items mentioned at Annexure I	(In Rs.) Rs.	(In Rs.)	

The total price should be inclusive of all Misc. charges like transportation, labour or any other expenses etc.

I/We declared that I/my representative have inspected the obsolete items as per the list attached (**Annexure - I**) with tender and am/are interested to purchase the same on “AS IS WHERE IS BASIS”.

I/We have gone through the terms and conditions given in the tender document and agree with the same.

I hereby also declared that firm is registered with Central Pollution Control Board or State Pollution Control Board as authorised recycler/re-processor and having environmentally sound management facilities for collection, disposal/recycling of eWaste.

Date: -

Signature of Authorized Signatory
With stamp

Name of the person

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Dated 12.02.2020

ANNEXURE VIII

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No.
Date

To
MMTC Limited
Alok Bharati Complex
7th Floor, Sahidnagar,
Bhubaneswar 751007

1. WHEREAS, MMTC Limited, having its registered office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 India and one of its office at Alok Bharati complex, 7th Floor, Sahidnagar, Bhubaneswar - 751007 (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

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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)
(for and on behalf of Bank)
With Seal & Signature