

**MMTC LIMITED**

(A Government of India Enterprise)

9-1-76 to 77/1/B, 3rd Floor, SD Road Secunderabad-500 003

**Phone: 040-27725429/278040979** **Fax: 040 -27804038**

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

**TENDER DOCUMENT**

**NIT FOR EMPANELMENT OF SECURITY SERVICE PROVIDER AT MMTC LIMITED, SECUNDERABAD-500 003.**

**ADMINISTRATION DIVISION**

**Tender No:** .MMTC/Hyd/Admn(SG)/02/2018-19 Dated: 27.02.2019

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|  | **Technical BID/NIT** | | | |  |
|  |  | **Part – 1** | |  |  |
| **Start date/time for Downloading tender** | |  | **……….** | | 27.02.2019 |
| **documents** | |  |  |  | From 17:00 Hrs |
| **Last date/time for Downloading tender** | |  | **……….** | | 18.03.2019 |
| **document** | |  |  |  | up to 12:00 HRS |
| **Due date/time of tender submission** | |  | **………..** | | 18.03.2019 |
|  | |  |  |  | up to 14:00 HRS |
| **Technical Bid/NIT opening date/time** | |  | **…………** | | 18.03.2019 at 14:30 Hrs. |
| Downloaded by  M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |

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| No. MMTC/ Hyd/Admn(SG)/02/2018-19 | Dt.27.02.2019 |

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**NOTICE INVITING TENDER (NIT)**

MMTC Limited, (A Govt. of India Enterprise) a Company registered under Companies Act, having Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi, 110 003 and Regional Office at 9-1-76 to 77/1/B,3rd Floor, SD Road, Secunderabad -500003 hereinafter referred to as “MMTC” invites bids for empanelment/Engagement of Security Service Provider at above said address of Secunderabad. Interested bidders fulfilling eligibility criteria as mentioned below may submit their bid along with the required set of documents. Self-certified copies of following documents are required to be furnished through bid. The tender documents may be downloaded from the websites viz., [www.mmtclimited.com](http://www.mmtclimited.com/) or https://eprocure.gov.in and to be sent to MMTC Limited, R.O., Secunderabad on or before **14.00 hrs of 18.03.2019.**The Bids received thereafter shall not be entertained.

The tender will be opened by the tender opening Committee at 1430 hrs on 18.03.2019 in the MMTC Conference Hall, Regional Office at 9-1-76 to 77/1/B, 3rdFloor,S.D. Road, Secunderabad-500003. Price bids of those bidders who qualified in Technical Bid/NIT will be opened within one week after giving due intimation to the successful bidders. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue, if they so desire.

Manager (A)

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| --- | --- |
| No. MMTC/ Hyd/Admn(SG)/02/2018-19 | Dt.27.02.2019 |
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**ADMINISTRATION DIVISION**

**NOTICE INVITING TENDER**

WORK: PROVIDING ROUND THE CLOCK SECURITY SERVICES AT OFFICE PREMISES AND SHOWROOM OF REGIONAL OFFICE, MMTC LIMITED, S.D.ROAD, SECUNDERABAD-500 003

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| --- | --- |
| No. MMTC/ Hyd/Admn(SG)/02/2018-19 | Dt.27.02.2019 |

**NOTICE INVITING TENDER**

To,

M/s……………………….

…………………………..

………………………….

………………………….

Sub: Tender for awarding Security Services at MMTC Limited, Secunderabad.

Dear Sir,

Tenders in Two Bid systems are invited on behalf of MMTC Limited (A Govt. of India Enterprise), Regional Office at 9-1-76 to 77/1/B,3rdFloor,SD Road, Secunderabad-500 003 for providing Security Guards, from eligible contractors (Proprietor/Partnership/Company),who meet criteria mentioned herein below :-

1. **Location and Area to be covered**

**Name of the Office/Location.**

Regional Office, MMTC Limited

No. 9-1-76 to 77/1/B, Ground & Third floor, S D ROAD

Secunderabad- 500003

1. **ELIGIBILITY CRITERIA:**
2. Bidder should have overall turnover of minimum Rs.10 Lacs (Rupees Ten Lacs) in Security Services during the preceding three years i.e. 2015-16, 2016-17 & 2017-18 and in support thereof financial statements to be attached duly certified by their Chartered Accountant.
3. Bidder should have minimum experience of three years in providing Security Services in Central Government/Central PSU(s)/State Government Department/Semi-Govt. Department / State PSU and should submit copies of Award letters in support thereof duly attested. Experience certificate of having successfully completed works during the last 3 years ending to be submitted. Also to submit the copies of returns of EPF and ESIC for the last three years

1. Bidder should have executed labour contract in the past and should have got valid license from the office of the Labour Commissioner or competent authority ( Attested copy to be submitted)
2. Bidder has to provide EPF No. and ESIC No.
3. Bidder must submit attested copies of valid PAN and GSTN along with tender.
4. Copy of Credentials in support of Job contract/Labour contract etc. for executing similar work.
5. Offer should be as per tender specifications, any deviation in the offer should be clearly indicated, which is subject to MMTC’s discretion.
6. Firm has to produce certificate duly signed by CA for status whether firm is proprietary/partnership, etc. Company/Partnership Firm should produce registration certificate.
7. Bidder has to provide Police Verification Report of the manpower engaged for execution of work for MMTC.
8. Bidder should submit financial capability through latest Income Tax annual report.
9. Bidder shall get itself acquainted with the provision of the Contract Labour Act including payment of Wages Act1936, Minimum Wages Act, 1946, Employees Liability Act, Workmen Compensation Act, Employees Provident Fund Act, the rules there under and meet all the statutory liabilities as per labour laws including wages, leave, gratuity, EPF, ESIC etc., as applicable in respect of Contract Labour engaged at MMTC Limited and shall give an undertaking to this effect. Successful bidder should be solely responsible for any such notification and keep MMTC indemnified from any consequence thereof.
10. GST will be payable as per latest notifications.
11. The minimum wages applicable for labour will be as per latest notification issued by the office of the Labour Commissioner/Authority. Wage variation, if any is applicable as per latest Government notification.
12. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEMs. Further out of 25% target of annual procurement from MSMEs, a sub target of 4% is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. Further, minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation to make it more inclusive.
13. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
14. MMTC reserves the right to increase or decrease the tender quantity or duration or both.
15. Payment to Security Guards engaged will be made to the successful Bidder/Contractor on monthly basis against bill supported by wage/muster roll/copy of statement. The bidder should also submit proof of payment EPF/ESIC, etc., of the Security Guards. The successful bidder must submit the copy of online Electronic Challan Receipt (ECR) immediately following month. The successful bidder has to issue every employee UAN and ESIC card and compliance has to be submitted within one month as per labour laws of government.

1. A successful bidder shall make monthly salary payment to Security Guards directly in their bank account opened in nationalized or scheduled bank and produce proof thereof.
2. A successful bidder shall submit Performance Bank Guarantee of Rs. 1,00,000/- (Rs. One lakh) on receipt of LOI/Work order. This Performance Bank Guarantee will be returned on satisfactory performance of contractual obligations and adjustment/recovery of any amount due at the end of contract period. Performance Bank Guarantee will be accepted in the form of BG/ E-payment.
3. A successful bidder has to submit list of Security Guards with photographs, to be deployed for the work before commencement of the agreement.
4. A successful bidder should not change any term during the execution of contract without prior permission of the MMTC management.
5. Successful bidder should not sub-let/sub-contract, the main contractual work during the contractual period.
6. Tender documents can also be downloaded from MMTC websites www. mmtclimited.com and eprocure.gov.in
7. Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand)per application in the form of Demand Draft/ Bankers cheque of scheduled Bank in favor of MMTC Limited, Secunderabad for participation in tender, is to be enclosed with the Technical Bid/NIT. The EMD of unsuccessful bidder shall be returned within one month after finalization of contract award. While EMD of successful bidder shall be returned on furnishing Performance Bank Guarantee. The firms registered under MSME for supplying Security Services are exempted from submitting the Earnest Money Deposit (EMD).
8. Subject to above, Tender not accompanied by Bid EMD shall be summarily rejected and not considered at all. EMD of the unsuccessful bidders will be returned to them within reasonable time without any interest.
9. The Earnest money deposit may be forfeited in the event of:-

i) If a tenderer withdraws its tender during the period of tender's validity.

ii)In case of successful tenderer, if the tenderer fails to commence the work, as required.

1. Bids are to be submitted in **TWO SEPARATE ENVELOPES** comprising:-

**(a)TECHNICAL BID/NIT** with prescribed EMD, if applicable& documents and

**(b) PRICE BID** in prescribed format duly filled in signed& sealed by the bidders in both bids

Following documents are required to be enclosed with (TECHNICAL BID)

1. Valid Registration Certificate from ROC incase of company and from Registrar of Firm in case of partnership firm.
2. Experience Certificate issued by the companies for previous three years
3. Proof of valid registration with statutory authorities for GST.
4. Permanent Account Number allotted by Income Tax Department.
5. Proof of valid registration with Employees Provident Fund (EPF) authority
6. Proof of valid registration with ESIC authority.
7. Proof of valid or competent authority License existing issued by office of labour Commissioner for contracting labour in Telangana under Contract Labour Act.
8. Certified copies of annual turn-over details for the last three years (balance sheet, IT returns) certified by C.A ,signed and sealed by tenderer.
9. Professional Tax No.
10. Registration certificate under NSIC/MSME, if applicable
11. Profile of tenderer.
12. EMD of Rs.10,000/- (Ten Thousand) in favour of MMTC Limited payable at Secunderabad.
13. Undertaking as per Annexure-A(on tenderer’s letter head)
14. Details of Bank account e.g. Name of Bank, Name of branch, and type of A/c, IFSC Code, and Branch Code.
15. Solvency Certificate from its Banker for an amount not less than Rs 10 lacs
16. Other Documents, if any
17. The TECHNICAL BID/NIT shall be opened on schedule date/ time in MMTC office in presence of the tenderers, who wish to be present on the date of opening.
18. The TECHNICAL BIDS/NIT shall be scrutinized/ verified by a Committee in terms of the tender and subsequently, the eligible PRICE BIDS shall be opened within a week. The date of the same will be intimated to the eligible participants.
19. The period of this contract shall be two years w.e.f. 01.05.2019 to 30.04.2021. The same shall be extendable for further period only at the discretion of MMTC Ltd., subject to satisfactory completion of work during contract period. The decision of MMTC shall be final and binding on the successful bidder/Contractor in this regard.
20. The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID.**
21. All pages of the tender documents must be signed and sealed by the Bidder.
22. The tenders/Offers with any additional conditions/ deviations by the tenderers in its tender, whatsoever shall be rejected.
23. The Bidder shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rates mentioned in words shall be treated as valid and final.
24. If the successful bidder deliberately gives wrong information in its tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due; without prejudice to MMTC’s other legal rights.
25. The bidder may visit office to acquaint himself with the requirement and quantum of work, facilities available to understand the tender requirement fully before submission of its tender/bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the tenderers/ successful bidders have satisfied themself with the information and knowledge required before tendering.
26. MMTC does not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.
27. The successful bidder must comply with all terms and conditions of the contract.
28. The successful bidder must produce police verification certificate of all the workers to be deployed.
29. The successful bidder shall submit an Affidavit as per Annexure 'B' and enter into an agreement as per draft Agreement in Annexure 'C'. The terms and conditions of the Tender shall also form an integral part of the agreement/contract to be entered upon with successful bidder of tender
30. The successful bidder shall submit a Performance Bank Guarantee or deposit with MMTC Limited, Rs.1,00,000/- (One Lakh) for due and satisfactory performance of the contract which shall be valid to 30.4.2021 (excluding further one months claim period), and to renew, if required by MMTC till the extended period of contract. No claim shall be admissible against MMTC in respect of interest on Performance Bank Guarantee regardless of the time of the release. The Performance Bank Guarantee can be invoked/ forfeited by order of MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful bidder. On expiry of the agreement, such portion of the said Performance Bank Guarantee may be appropriated for any losses/ damages occurred to MMTC., without prejudice to other legal rights of MMTC.
31. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

i. A ‘sole proprietor’ of the concern or constituted attorney of such sole proprietor.

ii.A partner of the firm, if it be a partnership firm. In which case he must have authority to execute contract on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

iii.In case of Company, Director or a principal officer duly authorized by the Board of Directors.

1. **N.B:**
2. In case of partnership firms, a copy of the partnership agreement and general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn in or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
3. In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
4. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on

enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal Laws for remedies available.

1. **COMPLIANCE WITH LABOUR LAWS:** The successful bidder is responsible for

Compliance of the points given below:

* 1. It shall be the sole liability of the successful bidder (including the contracting firm/company) to obtain and to adhere to all necessary licenses/permissions from the concerned authorities as provided under the provisions of the contract Labour(Regulation & Abolition)Act 1970 and other statutes.
  2. The Successful bidder shall discharge obligations as provided under various statutory enactments including the Employee’s Provident Fund and Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (R&A) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workman Compensation Act 1923, The Payment of Bonus Act, 1965 and other relevant acts, rules and regulations enforced from time to time. Non observance of the provisions under above shall grant right of termination forthwith.
  3. The successful bidder shall be responsible for required contributions towards PF,ESI or any other statutory paymentand shall deposit these amounts on or before the prescribed dates. The successful bidder shall submit the proof of depositing the employee’s and employer’s contributions. The successful bidder shall also be responsible to pay any administrative / inspection charges thereof, wherever applicable, in respect of the personnel employed by it for the work of MMTC. Any dispute related to PF, ESIC, Labour Act shall be dealt with by Successful bidder entirely at its risk and costs. All the records shall be maintained by the successful bidder and shall produce for inspection to MMTC & Govt. Authorities, as and when required. In case MMTC is called upon to make payment on the direction, decree or proceeding of Civil court/criminal court or by statutory authority then MMTC shall have all the rights to recover the said amount in full and shall be authorized to deduct directly from the payment to be made to the successful bidder or from invocation of BG, so kept with MMTC.
  4. The successful bidder shall be solely responsible for the payment of wages and other dues to the personnel deployed by it latest by 7th of the following month in Security Guards bank account directly under intimation to MMTC. The successful bidder shall be directly responsible for the dues of the personnel deputed by it and will indemnify MMTC against all charges, dues, claims, etc. Penalty as per discretion of Regional Authority of MMTC is levied on the successful bidder in case of complaint received from the personnel employed by it for the work of MMTC in respect of less wages paid, bonus is not disbursed, PF is not deposit etc.
  5. Income Tax plus duties at the prevailing rate as applicable from time to time shall be deducted from the successful bidder's bill.

1. **No Assignment:**

The successful bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.

* + 1. **Waiver**

The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party’s right later to enforce or exercise it. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its right

* + 1. **Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work/Contract to ensure continuity of operations.

* + 1. **Publicity**

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of its Contract unless MMTC first gives its written consent to do so.

1. **INDEMNITY:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligations under the tender/ contract, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, contract, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate the contract and procure the scope of work done at the cost and risk of the successful bidder/Contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of the contract.

1. **CONFIDENTIALITY AND SAFEGUARD OF PROPERTY.**

MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party

(except as may be required for the performance of services under its agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

1. **ISSUE OF LETTER OF INTENT (LOI):**

The issue of an LOI/Work Order shall constitute the intention of the MMTC to enter into an agreement with the successful bidder for awarding Security Guards Services

Within 7 days of issue of the LOI/Work Order, the successful bidder(s) shall give its acceptance along with Performance Bank Guarantee of Rs.1,00,000/-(Rupees One Lakh)

1. **SIGNING OF AGREEMENT:**

The issue of LOI/Work Order shall constitute the award of Security work to the bidder. Detailed firm agreement as per Annexure-C shall be signed after receipt of Performance Bank Guarantee from the contractor.

1. **RIGHT TO TERMINATE THE PROCESS**

MMTC reserves the right to cancel the contract/agreement placed on the bidder and recover expenditure incurred by MMTC under the following circumstances:-

* 1. The successful bidder commits a breach of any of the terms and conditions of the bid/Tender. The bidder goes into liquidation, voluntarily or otherwise.
  2. If the successful bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in its TENDER and subsequent Contract and the extension, if any allowed, it will be a breach of contract. MMTC reserves its right to cancel the contract in the event of delay.
  3. In the event of the successful bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against it or in the case of a successful bidder/ passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Security Guard Service provider failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the contract without previous notice.
  4. MMTC reserves the right to recover any dues payable by the successful bidder, from any amount outstanding to the credit of the selected bidder/contractor, including pending bills.

1. ***CONSEQUENCES OF TERMINATION*** 
   1. In the event of termination of the agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the Service(s)/scope of work intended under the present tender.
   2. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
      1. In the event, MMTC terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.
2. **TERMINATION FOR INSOLVENCY**

MMTC may at any time terminate the agreement by giving *30 days prior* written notice to the successful bidder, without giving compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.

1. **GENERAL**

**1. Entire agreement**

The terms and conditions laid down in the tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the agreement.

1. The agreement constitutes the whole of the contract between the Parties relating to the matters dealt with herein alongwith any allied exchange correspondence and, save to the extent otherwise provided herein, undertaking, representation, term or condition relating to the subject matter of its Contract not incorporated in its Contract, shall not be binding on either of the Parties.
2. All provisions and the various clauses of its Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of its Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of its Tender / Contract shall remain of full force and effect. The Parties declare that it is their intention that its Tender/Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
3. **Arbitration Clause :**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this tender/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC Limited, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Secunderabad and governing law shall be Indian Law.

1. **FRAUD PREVENTION POLICY:**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise MMTC of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC, is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

1. **HOLIDAY LISTING:**

Notwithstanding anything contained in its Tender/agreement, MMTC’s policy for holiday listing of an agency, mutatis mutandis applies to its Tender/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.

1. **UNDERTAKING:**

The successful bidder should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises.

1. Governing Laws;

Subject to jurisdiction of courts in Secunderabad.

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FOR MMTC LIMITED

**PRICE BID**

|  |  |  |  |
| --- | --- | --- | --- |
| Category unskilled | Place of service | Wage particulars | Total wages per month |
| Security Guard/Watchman | Providing Round the clock (24 hours) Security Guard/watchman for MMTC Show Room at Ground Floor and MMTC Regional office, at 3rd Floor, at No.9-1-76 to 77/1/B, SDRoad,Secunderabad-500003 Telangana. | Wages (8 hours per day)  +EPF  +ESI  +Service Charges  +GST  +Others |  |

1. This quote is valid for a period of 60 days from the date of opening of the Price Bid.
2. Rates quoted shall not be less than the Minimum Wages prescribed by local State Government.
3. If the rates of any Bid quoted are less than the minimum wages as prescribed, the bid will be rejected.
4. If any of the conditions not fulfilled as required in the Technical bid, the bid shall be rejected.

**Signature of the Bidder**

**Date:**

**Name:**

**Seal of Bidder**.

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed security, on the basis of Attendance duly verified by MMTC RO Hyderabad.

**Annexure -A**

**UNDERTAKING**

MMTC limited

Regional Office,

9-1-76 to 77/1/B,3rd Floor,

SD Road,

**Secunderabad -500003**

**Sub.:- Tender for Security Guards.**

**Ref. No. MMTC/Hyd/Admn(SG)/02/2018-19dtd. --.27. 02.2019**

Dear Sir,

1. I/We,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of the Firm/Co), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) the undersigned certify that I/ We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with the same.
2. Deposit Earnest Money Deposit (EMD) of Rs. 10,000/-(Ten Thousand)
3. I/We also undertake to comply with all the labour laws/acts/enactments/modifications including Minimum Wages Act and to deposit with Provident Funds Authorities and pay ESI Contribution for the workers employed by me/us, on regular basis and applicable service tax, profession tax etc. I / We will be responsible for proper health of the labourer and injury, if any, caused to the workers while working and for the behavior and conduct of the workers. I/We certify that no criminal case /Income tax / Service tax / black listing case is pending against my / our firm/company.
4. My/Our offer shall be valid of 60 days from the date of opening of the price bid.
5. We will abide by Fraud Prevention Policy, Holiday Listing of MMTC
6. I/We further undertake that we will not carry out anti-national/anti social activities from the aforesaid premises.

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date: |  |  |  |  |  |
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**Annexure –B**

**A F F I D A V I T**

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE SUCCESSFUL BIDDER TO MMTC LIMITED ON Rs. 200/- NON JUDICIAL STAMP PAPER FOR COMPLIANCE OF VARIOUS STATUS.

1. That I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_aged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,Designation\_\_\_\_\_\_\_ have taken a contract from M/s. MMTC Limited ( A company incorporated under the Companies Act, 1956) having its Regional Office at 9-1-76 to 77/1/B, 3rd Floor, SD Road, Secunderabad and its Registered office at Core-1, Scope Complex, Institutional Area, Lodhi Road, New Delhi 110 003 for providing Security Guards.
2. That I/We have executed an agreement dated \_\_\_\_\_\_\_\_\_\_with MMTC Limited, Secunderabad for execution of the work as per the terms and conditions specified therein.
3. I/We have gone through the provisions of the Contract labour (Regulations & Abolition) Act, 1970 & undertake to fulfill and abide by all the requirement of the Act. I undertake to comply with all other laws such as Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act and all other statutes which will be applicable to me or upon my workers/employees.
4. I/We further undertake to keep MMTC fully indemnified against any claim that may arise under the aforesaid contract.

**DEPONENT**

**VERIFICATION**

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from and no part of it is false.

Verified on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Secunderabad

**DEPONENT**

Identified by me

|  |  |
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**Annexure 'C'**

**A G R E E M E N T**

This agreement is made at Secunderabad on this\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2019 between

M/s. MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at 9-1-76 to 77/1/B, 3rd Floor, SD Road, Secunderabad and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as “MMTC” (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executor) of ONE PART.

And

M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Proprietor/Partnership Firm/Company, having

Address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; hereinafter referred to as “**Contractor**” (which expression shall unless repugnant to the context or meaning hereof shall include its Successors, assigns, heirs and executors) of OTHER PART.

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of outsourcing/awarding job of Security Guards through contractor.

**AND WHEREAS** the said contractor is engaged in this type/nature of work

(supply of Security Guards) and has become successful in Tender No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ and has agreed for provide Security Guard/Watch Man round the clock based on following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 AND WHEREAS MMTC has issued a Work Order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_ in favour of contractor herein. AND WHEREAS the contractor agrees to execute, fulfill and discharge the functions as per the details of aforesaid Tender No.MMTC/Hyd/Admn(SG)/02/2018-19 dated 27.02.2019 for premises located at Regional Office at 9-1-76 to 77/1/B, Ground and 3rd Floor, S.D. Road, Secunderabad -500003 and as per following terms and conditions;-

i. The duration of this contract is for a period of Two years w.e.f. 01.05.2019 upto 30.04.2021 though the parties will have a right to extend for further period at the discretion of MMTC.

1. In case the Security Guards/ watch man provided are found not satisfactory, the contractor shall be liable to change the same and in default whereof the contractor shall compensate MMTC, as per provisions in tender/agreement.

iii. The Contractor shall ensure the regular supervision and control by itself or by its supervisor on the workmen deployed by them under due intimation to MMTC.

2. The contractor shall submit following documents:-

a).Valid Registration Certificate from ROC incase of company and from Registrar of Firm in case of partnership firm

b).Experience Certificate issued by the companies for previous three years

c).Proof of valid registration with statutory authorities for GST.

d)Permanent Account Number allotted by Income Tax Department.

e)Proof of valid registration with Employees Provident Fund (EPF) authority

f)Proof of valid registration with ESIC authority.

g)Proof of valid License existing issued by labour Commissioner/Authority for contracting labour in Telangana State under Contract Labour Act.

h)Certified copies of annual turn-over details for the last three years (balance sheet, IT returns)certified by C.A signed and sealed by tenderer.

i)Professional Tax No.

j)Registration certificate under NSIC/MSME

k)EMD of Rs.10,000/- (Ten Thousand only) in favour of MMTC Limited payable at Secunderabad.

l)Undertaking as per Annexure-A (on tenderer’s letter head), Affidavit-Annexure-B

m)Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.

n)Solvency Certificate from its Banker for an amount not less than Rs 10 lacs

1. The contractor shall keep exclusive control over deployment/rotation of its Security Guards for execution of work and shall within its exclusive right to issue instructions to its such Guards in the execution of work without any interference or instructions or intervention whatsoever of the MMTC. MMTC shall not have any control over said Guards engaged by the contractor nor will any of its officials will supervise, dictate to the Guards for execution/completion of the job/work. The contractor shall be responsible for local police verification.
2. The contractor shall maintain proper accounting.
3. MMTC shall have privity of contract with the contractor only and shall give instructions to it and shall have nothing to do or not concerned with the conditions of employment of the Guards as engaged by contractor and working for it.
4. MMTC shall have no say in supervision, discharge, dismissal or retrenchment or re-employment of the Guards/workers engaged/employed by the Contractor.
5. The contractor shall be exclusively responsible/ liable for due observation and implementation of the statutory conditions or requirements of labour laws applicable to it and its Guards/workers.
6. It shall not be obligatory on the part of the contractor either to work personally for the execution of the job or be present personally at the premises.
7. The contractor shall be free to work anywhere else or undertake any contract and shall be free to rotate its Guards/workers provided that it will remain responsible to MMTC for the proper and efficient execution of the jobs entrusted to it.
8. In case the contractor or its Guards are allowed to work at the premises of MMTC, the contractor shall have no right or lien over the premises, articles and it and its workers shall have to vacate premises, at the instance of MMTC, whenever required
9. MMTC shall in no case, be responsible for any Act, Omission or Commission of the Guards engaged by Contractor. If any claim is made against MMTC by any worker or heirs of workmen engaged/employed by the Contractor, which MMTC is obliged to discharged by virtue of any statute or any provision of law and rules, the contractor will be liable to indemnify/reimburse MMTC all the moneys paid in addition to the expenses incurred by it forthwith notwithstanding any legal recourse open to MMTC.
10. The contractor shall be responsible in respect of the employment or non-employment of the working force engaged by its at its will. MMTC shall have no role to play in the said matter. In case any loss is caused to MMTC by the working force of the Contractor, by the deeds or litigation, then the contractor shall have to bear the cost of such litigation along with the consequential liability/penalty etc.
11. **PAYMENT TERMS:**The Contractor shall submit monthly bill in triplicate along with challans of the EPF/ ESIC, Monthly Muster Sheet and Payment Register to the Administration Division, of MMTC Ltd. The payment shall be released through E-payment after necessary deductions of security, prevalent taxes, cess, etc. duly certified by Caretaking Cell/ Admin Division of MMTC. The payable amount will be released through e-payment system only in the bank account of the Contractor provided by it. If during currency of the contract period, wages of labour increases as direct result of coming into force of any fresh legislation, Govt.Order/ Notification and such increase become operative and binding after execution of agreement, the reimbursement of increase in wages and VDA along with service charges shall be made by MMTC to the extent of actual increase. However, the Contractor shall have to submit documentary proof, account books etc. for the verification by the management of MMTC to substantiate its claim. The Contractor shall immediately intimate the management of such increase in wages/VDA.
12. The contractor engages the Security Guards/ watchman at its discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the contractor to maintain the records of the contract workers, as required under Law.
13. The contractor shall be under obligation to produce the records pertaining to police verification/ clearance of deployed workers before MMTC, at the time of accepting the work under this contract. In case any worker is rotated, contractor should submit requisite verification of said worker to MMTC on the very same day.
14. **INDEMNITY:**

The Contractor undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the Contractor/its Guards in the discharge of the obligation under this contract, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, Contractor fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, contract, undertaking or if MMTC at its sole discretion considers that the Contractor is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate the contract and procure the scope of work done at the cost and risk of the Contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

1. The Contractor shall indemnify MMTC under Labour’s Compensation Act, Personal Injuries Act, and Insurance Act. etc. and or other Industrial Legislation in force from time to time. The Contractor shall be responsible for any violation/non-compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard by the Contractor.
2. The Contractor shall be responsible for any injury caused to persons or things (fittings/fixtures/furnishings. etc) any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any Guard/person of the Contractors team or any person engaged by it for any purpose related to the execution of this contract. The Contractor shall indemnify MMTC against all liabilities arising out of its operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of above.
3. The personnel employed by the Contractor for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The Contractor shall be bound to change the personnel deployed, if any, if found unsuitable by MMTC and decision of MMTC in this regard shall be final and binding on the Contractor without any questioning.
4. The Contractor should deploy only those skilled Guards/labourers as the case may be who are eligible for deduction of provident fund as per EPF Act, 1952 to carry out the day-to-day requirement.
5. The Security Guards should be well experienced and should be able to execute the job in very good workmanship manner. The Contractor will adhere to all local laws, Acts, Regulations as laid down by the authorities. The Contractor shall indemnify and keep MMTC indemnify against breach of Acts, Rules, Laws and Regulations and /or non-compliance thereto by its Guards. In case of delay in attending/non-attending of complaint due to shortage of labour for or otherwise within the time specified by the Officer-in-charge of MMTC and if the work get executed through other agency then the expenditure so incurred plus 10% of the same shall be recovered from the contractor's payment. In case of any dispute, the decision of Regional Authority of MMTC shall be final and binding on the contractor.
6. Performance Bank Guarantee Deposit of Rs. 1,00,000/- (Rupees One lacs only) / E Payment deposited by the contractor for due and satisfactory performance of the contract shall be refunded only after satisfactory completion of Agreement and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the Contractor.
7. In case any loss is caused to MMTC on account of non-fulfillment of any obligation by Contractor, then MMTC shall have full right to make adjustment for the said losses from the bills/ Performance Security Deposits payable by MMTC to the Contractor. If the said losses are found to be more than the Security Deposits and/or amount available with MMTC, then contractor shall pay on demand the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the Contractor without prejudice to its legal rights.
8. **INSURANCE**: During the term of this agreement, Contractor shall arrange for appropriate insurance policies for its Security Guards/workforce ,at its own cost
9. **TERMINATION FOR DEFAULT:-**

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 30 (Thirty) days, sent to the Contractor, terminate this contract. Further, MMTC reserves the right to terminate the contract under the following circumstances:

* 1. If the Contractor fails to meet its contractual obligations within the time period(s) or any extension thereof granted by the MMTC.
  2. The agreement may be terminated even before the stipulated period by either party by giving one month’s notice in writing at the address given herein above

1. **TERMINATION FOR INSOLVENCY**

MMTC may at any time terminate the agreement by giving *30 days prior* written notice to the Contractor, without giving compensation to it, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC

1. **CONSEQUENCES OF TERMINATION**

In the event of termination of the agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s)/scope of work intended under the present contract which the Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile Contractor in relation to the execution/continued execution of the scope of the Contract.

Nothing herein shall restrict the right of MMTC to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against Contractor.

* The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1. **PENALTY:**In the event of failure to maintain the security services on any day as per terms and conditions of this tender/Contract in part or in full, the Contractor shall be liable for payment for damage charges @ Rs.1,000/- besides proportionate deduction which shall be recovered from its monthly bills. If MMTC finds the agency is misusing the facilities provided by MMTC for the services for other purposes not covered under the contract, MMTC will be free to levy damages which may extend upto Rs.5,000/- per event. This will be in addition to recoveries on account of short deployment of manpower.
2. **RELATIONSHIP BETWEEN THE PARTIES**
   1. Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Contractor‘s team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Contractor
   2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
3. **OBLIGATION:**MMTC will not be under any obligation to the Implementation of contract except as agreed under the terms of the Contract. In that case, the liabilities, responsibilities of the contractor for the work done during the existing of this agreement shall not come to an end unless settled with MMTC as per law.
4. In the event of termination of the contract or otherwise, management shall have no liability to regularize/recruit/employ the Security Guards/workmen employed by the contractor nor they are entitled for any benefit enjoyed by the employees of MMTC.
5. **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 commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.“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 15days 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 with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

1. **ARBITRATION CLAUSE**:Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this tender/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC Limited, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Secunderabad and governing law shall be Indian Law.
2. **JURISDICTION :** The courts in Secunderabad shall have jurisdiction over the dispute, if any between the parties to this contract.
3. **AMENDMENT;**Any change in the terms and conditions herein shall be in writing duly signed by authorized representative of both the parties.

IN WITNESS WHEREOF the authorized representatives of both the aforesaid parties have set their sign, seal to this agreement Secunderabad on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2019.

For M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For M/s. MMTC Limited,

(Name ,Designation of the Signatory (Name, Designation of Signatory with seal)

With seal)

Witnesses: Witnesses:-

1)

**PERFORMANCE BANK GUARANTEE**

Bank Guarantee No\_........\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated.xxxxxx

MMTC Limited

#9-1-76 to 77/1/B,

3rd Floor,SD Road,

**Secunderabad-500 003.**

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex,7, Institutional Area, Lodi Road, New Delhi-110 003 and having its Regional Office at #9-1-76 to 77/1/B,3rd Floor,SD Road,Secunderabad-500 003.(hereinafter called “MMTC”) have entered into Contract No. Dated\_...\_\_\_\_(hereinafter called the “CONTRACT”) for supply of Security Guardswith M/s(name… address….(hereinafter called the Contractor)

2.AND WHEREAS the Contractor 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.

3.AND WHEREAS at the request of the Contractor, we,….. Bank…. (address), hereby irrevocably and unconditionally guarantee and undertake to make payment to MMTC, immediately on demand upto and not exceeding the sum of Rs.1,00,000/- payable by the Contractor in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the Contractor 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.One lakh only without any demur, delay, protest and without any reference or recourse to the Contractor notwithstanding any dispute raised by Contractor 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. One Lakh Our Guarantee shall remain in force until 31.05.2021.

6.All your rights under the Guarantee shall be forfeited and we shall be relived and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before 31.05.2021.

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 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 Contractor 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 Contractor 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 Contractor

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 on the said Contractor

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………………

Yours faithfully

For and on behalf of

……….Bank

(Address)

(Banker’s Seal)