



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200**

No: MMTC/CO/COMP/WEB-INDIAN GOLD COIN/15-16/1290

Dated: 24 June 2015

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for Analysis, Design, Development, Deployment on cloud, Maintenance of Web based Indian Gold Coin Sale Software at MMTC Limited on turnkey basis

Tender no. & date	MMTC/CO/COMP/WEB-INDIAN GOLD COIN/15-16/1290 Dated. 24.06.2015
Earnest Money	Rs. 1,00000/- (Rs. One Lakh only) favouring MMTC Limited.
Cost of Tender Document	NIL
Last Date and Time of submission of tender	21.07.2015, (Tuesday)15:00 Hrs.
Date and Time of Opening of Tender	21.07.2015, (Tuesday) 15:30 Hrs.
Contact Person for Further Communication	Mr. Deepak Bartwal, Chief Manager(systems)

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SECTION-I

1.0 BACKGROUND

MMTC Limited was set up in 1963 under the Ministry of Commerce, Government of India. The Company is engaged in international and domestic trading of commodities/products like minerals, metals, precious metals, fertilizers & fertilizer raw materials, coal & hydrocarbons, agro commodities and general trading. MMTC today continues to hold its foremost position as India's largest trading company with a turnover of over Rs. 18000 Crore during FY 2014-15.

2.0 OBJECTIVE

MMTC intends to award work order/contract for Analysis, Design, Development, Deployment, Training and Maintenance of Web based software for Retail Sales, Management and Monitoring the sales of Indian Gold Coin through appointed Points of Sale (PoS) across India with complete audit trail. The application should support MMTC's business growth and needs, enhanced business process requirements ensuring a configured & fully operational, workable & available system to all authorized users including PoS. The software should employ streamlined processes, risk management, business control, audit requirements, Security, effective management information system and best practices. The software solution should be designed in such a way that it should handle large volume of transactions and data for analysis and generation of reports.

3.0 SCOPE OF WORK

3.1 Functional Details

This tender is for Analysis, Design, Development, Deployment, Training and Maintenance of Web based application using latest available technologies like php, java, .net, Open Source CMS such as Drupal etc. **The Solution shall be deployed on CLOUD.**

The basic requirement of this retail sales management project is selling and buying back of gold coins through authorized Point of Sales using dynamic web based application with complete audit trails. **This developed web based application will be got audited by the bidder from CERT-In empanelled vendor for IT Security & Process audit. The developer to also confirm that all mandatory government guidelines are complied by this application.**

3.2 BROADLY ACTIVITY-WISE SCOPE OF WORK:-

<u>Sl.No.</u>	<u>ACTIVITY</u>
1	<u>COIN RECEIPT MANAGEMENT</u>
	Accepting coins from manufacturer's with ITEM CODE, ITEM NO (Sl. No), ITEM WEIGHT, ITEM DESCRIPTION, QUANTITY AND ISSUING RECEIPT TO MANUFACTURER into various STORES
2	<u>INDENT FROM Point Of Sale (POS) MANAGEMENT</u>
	Capturing order FROM/TO POINT OF SALE with ITEM CODE, WEIGHT, ITEM DESCRIPTION, QUANTITY & STORE
3	<u>DISTRIBUTION TO Point Of Sale (POS) MANAGEMENT</u>
	Stock transfer TO/FROM POINT OF SALE as per their INDENT. It should take care of IN-TRANSIT INVENTORY)
4	<u>DAILY RATE MANAGEMENT</u>
	Capturing of daily SALE/SALE RETURN rates of items (EACH ITEM) at central level & populating the same to all POINT OF SALE
5	<u>SALES/SALES RETURN/INVENTORY MANAGEMENT</u>
	INVOICING of SALES and SALES RETURN by capturing all necessary details including statutory tax. (Provision of incorporating state wise TAX/VAT RATE)
6	<u>ALL REPORTS INCLUDING BUSINESS INTELLIGENCE TOOLS ALL INDIA REPORTS</u>
	All reports of SALES, SALES RETURN, INDENT Quantity, TAX reports, Inventory Details, Quantity sold on daily/monthly/fortnightly/yearly/Point of Sale/Store/Consolidated Report, up-to-the-minute flash sales reporting, built-in querying and reporting tools etc. (Provision of viewing report as per user comfort & rights)
7	<u>STORE MANAGEMENT</u>
8	<u>POINT OF SALE MANAGEMENT</u>
9	<u>ADMINISTRATIVE CONSOLE</u>
	Master Management of Stores, Point of Sale, User Management, Rate for Sale/Buyback etc.
10	<u>USER TRAINING</u>
11	<u>ONSITE AMC SUPPORT, UPGRADE & ENHANCEMENT FOR MINIMUM 2 YEARS AFTER THE PROJECT GO-LIVE</u>

The above scope of work is illustrative and not exhaustive. The bidder needs to study the required/existing systems and procedures in MMTC and also incorporate their expertise w.r.t. best industry practices before they go for actual development of the system.

Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.

Detailed discussions with concerned stakeholders to understand the overall objectives of the assignment

3.3 INDICATIVE DELIVERABLES:-

This section provides indicative deliverables, however actual deliverables will depend upon project specific requirements and will be finalized in consultation with user department.

- High Level Design/ Architecture Document
- Performance Test Reports
- Security Test Reports
- Usability Report
- Deployment Script
- User Manual
- Technical Manual
- Data Backup/ Archival Process
- Requirement Traceability Matrix
- Source Code
- Infrastructure design document
- Audit Trail Manuals
- Data Validation Tools

4.0 ELIGIBILITY CRITERIA

4.1 The Bidder company/company's/service provider should be registered in India. Certificate of Incorporation, Copy of PAN, Service Tax Registration (CST/LST as applicable), Copies of Articles of Association & Bye laws (in case of registered firms) and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted.

4.2 The Bidder company/firm should be financially sound i.e., it must have made profits in each of last three financial years. **(Copy of Audited financial statements, CA Certificate and directors' reports) for the last three years should be enclosed.)**

4.3 The Bidder company should have minimum services/application development turnover of Rs. 2 (Two) crores per annum in each of last three financial years. **(Attach an original certificate on the turnover from these activities from auditor of the company.)**

4.4 The Bidder company should have successfully implemented at least in **ONE (1)** organization the Web based trading Software/e-commerce Application. **(Satisfactory performance certificate from these organizations along with copies of the sanction letter have to be attached).**

4.5 The Bidder company/firm must have a Service Tax Registration Number and PAN Number. **(Enclose attested copy of the relevant document).**

4.6 The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.

4.7 The vendor company/firm should be empanelled with M/s NICS I (TIER I AND TIER II) for Design, Development, Implementation and Maintenance of Web Enabled Application as on date.

All required Supporting document(s) are to be enclosed for above or else bids will be rejected

SECTION-II

5.0 INSTRUCTIONS TO BIDDERS

5.1 General

- 5.1.1 The **E-tender** shall be submitted in two parts:
- (i) Technical Bid
 - (ii) Commercial Bid
- 5.1.2 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 tender, the bidder should describe unambiguously with full justification in what respect and to what extent the services offered by him differs from our specification even if the deviation is not very material.

5.2 Documents to be attached with the Technical Bid

- 2.1 Duly filled-in Form - A1, Form – A2, Form - A3 & Form - A4 of ANNEXURE – I along with supporting documents.
- 2.2 **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only).**

5.3 Technical Evaluation Criterion

- 5.3.1 The Bidder should fulfill the all the criterion laid out in Eligibility Criterion.
- 5.3.2 The Bidder should submit all the documents to be enclosed with the Technical Bid.
- 5.3.3 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.

5.4 Documents to be enclosed with the commercial bid

- 5.4.1 The Bidder shall give the Commercial Bid in Form-B of ANNEXURE-II.
- 5.4.2 The charges quoted in the Commercial Bid should be exclusive of all taxes, duties and expenses payable to any party or government with detail of taxes component. Statements such as “Taxes as applicable” will not be entertained. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and No extra amount would be payable under any circumstances and should cover entire scope of work for Analysis, Design, Development, Deployment, Training and Maintenance with upgrade & enhancement of Software for minimum period of two years.

5.5 Submission of e-Bid(s)

- 5.5.1 e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a one-time activity) independent of each other as detailed below.
- 5.5.2 Procedure for obtaining Digital Certificate: Bidder should obtain digital certificate to participate in the e-tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.
- 5.5.3 Procedure for Registering in E-Procurement portal: Bidder has to register with our E-procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.
- 5.5.4 For any assistance on e-bidding process, please contact Mr. Nimesh Kant Bhardwaj, Technical Support Engineer – email id nimesh.bhardwaj@c1india.com, mobile phone +91 9310527400 or **0120-4888888**.
- 5.5.5 Last date for submission of e-bids is **21st July 2015 (Tuesday) at 15:00 Hr.**

5.6 Earnest Money Deposit to be submitted in physical form and should reach MMTC, CO *on or before 21st July 2015 (Tuesday) at 15:00 Hr*

- 5.7 The Technical bid will be opened in the presence of the authorized representative of the bidder on 21.07.2015, (Tuesday) 15:30 Hrs. at MMTC, Corporate office, SCOPE Complex, Lodhi Road, New Delhi. The person intend to attend the opening should bring authorization letter for the same from the company.
- 5.8 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender, 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 tender.
- 5.9 **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 tender.
- 5.10 **Amendments to bid information:** MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions.
- 5.11 **Prices**
- 5.11.1 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 (Such as Analysis, Design, Development, Deployment, Training and Maintenance) as specified in this tender. Part bid for any services will not be accepted and are liable to be rejected.
- 5.11.2 The price quoted by the bidder shall remain firm & will not be subject to escalation of any description whether statutory or otherwise. In short, charges to be quoted in totality and No extra amount would be payable under any circumstances.
- 5.12 **Validity:** The bidders shall hold valid their bids for 60 (Sixty) days from the closing date for the e-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.
- 5.13 **Earnest Money Deposit**
- 5.13.1 The Bidder shall furnish an **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only)** along with the Technical Bid. Central & State govt. organizations, PSUs & Central/State government professional educational institutions are exempted from submission of EMD.
- 5.13.2 The EMD shall be in the form of a bank draft/Bankers Cheque favouring "MMTC Limited" drawn on any Nationalized Bank or first class International bank payable at Delhi/New Delhi.
- 5.13.3 Technical Bid not secured by EMD will be rejected by MMTC.
- 5.13.4 EMD will be refunded to unsuccessful bidders. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and on submission of Performance Guarantee.
- 5.13.5 No interest will be payable by MMTC on EMD.
- 5.13.6 The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.
- 5.13.7 Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
- 5.14 **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.
- 5.15 **Corrections:** Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

- 5.16 Bid Evaluation:** Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.
- 5.17 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.
- 5.18 Bid Currency:** All costs and charges related to the bid shall be expressed in Indian Rupees only.
- 5.19 Opening of Bids**
- 5.19.1 The bids will be accepted up to the date and time as specified in the clause 5.5 of this document.
 - 5.19.2 No bids will be accepted after tender deadline.
 - 5.19.3 After technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price valuation.
 - 5.19.4 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.
- 5.20 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. Successful bidder would have to sign AMC agreement for providing 100% maintenance of the WEB application with at least one on-site support personnel.
- 5.21 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.
- 5.22 Performance Guarantee (PG):**
- 5.22.1 The successful bidder, at its own expense, shall submit a Performance Guarantee within thirty days of the date of the award of the contract. A performance Bank Guarantee, payable on demand in terms of Annexure IV, for an amount calculated at the rate of ten percent (10%) of the contract value.
 - 5.22.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled bank in favour of MMTC, payable at Delhi/New Delhi.
 - 5.22.3 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.
 - 5.22.4 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.
 - 5.22.5 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.
- 5.23 Signing of Contract:** The successful bidder shall be required to enter into a formal contract and Non-Disclosure Agreement (Annexure III) with MMTC within thirty (30) days of the award of the contract or within such extended period, as may be specified by MMTC.
- 5.24 Payment Terms:**
- 5.24.1 MMTC shall release
 - a. 50% payment Successful Deployment
 - b. 20% Payment with UAT signoff from MMTC including user training
 - System Audit Report confirming meeting all expectations

- c. 30% Payment of MMTC from the application.
Acceptance test Report
(Within one week of successful System Audit)

of the deliverable as per scope of work as mentioned in **Section I** above along with Annexure – 1 (Form-A3) excluding AMC charges. **Following documents/ reports will have to be submitted before release of payment.**

- i) UAT signoffs by authorized MMTC officials. (for a. above)
- ii) Completion certificate/report of training from the user. (for a. above)
- iii) UAT of application after System Audit Report meeting deliverable from the application (for b. above).
- iv) Acceptance test Report by authorized MMTC officials. (for c. above)
- v) Submission of performance guarantee as mentioned at clause no 5.23.
- vi) Invoices.

5.24.2 **No advance payment in any case would be made.**

5.24.3 Payment will be released based on presentation of the software vis-à-vis scope of work to nominated officials/committee subject to approval and its acceptance by MMTC.

5.24.4 The payment shall be through e-payment only.

5.24.5 The payment would be made after deducting necessary taxes applicable, if any.

5.24.6 AMC charges shall be released in equal quarterly installment at the end of quarter.

The above payment terms would be strictly followed. Bidders are requested not to indicate their own payment terms.

5.25 Taxes, Duties, Levies and incidental expenses: The bidder will bear all Taxes, Duties, Levies of any nature and any other Incidental expenses including boarding, lodging & conveyance, salary/fee of consultant arranged for MMTC etc. for execution of the Contract.

5.26 Time schedule and Delays in the Bidder's Performance:

5.26.1 The Analysis, Design, Development, Implementation, deployment and Training of the WEB based Application should be completed within a period of one month i.e. (30 days) from the date of acceptance of work order.

5.26.2 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.

5.26.3 Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following penalties: -

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

5.27 Delivery Location: The services are required at MMTC, Computer Centre, New Delhi or any other location specified by MMTC.

5.28 Indemnity: The successful bidder shall 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.

5.29 Liquidated Damages: The timely delivery and deployment of the Web Based Application 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 @ 1/2 % per week of delay of the agreed Price subject to a maximum of 10% (Ten percent) of total contract value.

5.30 Force Majeure

5.30.1 The force majeure condition may include but not limited to fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

- 5.30.2 The contract period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract period, the Bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

5.31 Arbitration

- 5.31.1 Any question, issues, dispute or difference arising between the Parties as to the interpretation of the terms, construction, meaning and operation or effect of the contract or its termination or as to the duties, responsibilities, obligations or liabilities of the Parties or as to any matter or thing arising out of or under the Contract (“dispute”) will be amicably settled through the joint conciliatory efforts of the Chairman & Managing Director (CMD) of MMTC Limited for the time being and the Bidder. In the event the parties are unable to resolve the said dispute mutually within a maximum period of thirty (30) days of the intimation of the occurrence of a dispute by one party to the other, the same shall be referred to and settled by the a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of MMTC Limited. The arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time (“Act”) and the award so made shall be final and binding on all the parties.
- 5.31.2 The courts at New Delhi shall have exclusive Jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Indian Arbitration and Conciliation Act, 1996.

5.32 Termination for default

- 5.32.1 MMTC may, without prejudice to any other remedy for breach of purchase order/work order, by written notice of default, sent to the vendor, terminate this Purchase order/work order in whole or in part.
- 5.32.2 If the vendor fails to deliver any or all of the services within the time period(s) specified in the Purchase order/work order, or any extension thereof granted by MMTC.
- 5.32.3 If the vendor fails to perform any other obligation(s) under the Purchase order/work order; and If the vendor, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

5.33 Disclaimer

The information contained in the tender document provided to bidders on behalf of MMTC is being provided to all interested bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

5.34 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.

5.35 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.

5.36 For any further clarification, the bidder may contact Mr. Deepak Bartwal, Chief Manager (systems) e-mail Id dbartwal@mmtclimited.com

Technical Bid Details**FORM- A1**

Sl.No.	Description	Compliance (Y/N), if required	Details Attached (Y/N)
1	Details of the Application software operating platform.		
2	Details of backend server databases supported by the software.		
3	Details of the security features like authentication login mechanism, audit trails etc. incorporated in the software.		
4	Whether system supports application & database level clustering? If yes, additional hardware requirements may please be indicated.		
5	Details of the bandwidth requirement for each instance of application connectivity.		
6	AMC details: AMC from Service provider should include (a) manpower support, (b) maintenance of software on cloud (c) upgradation to new/higher version or upgrades, and modification of software as per Govt. of India policy if any (d) additional customization & development support, if any.		
7	The software developer has to ensure AMC of the product for at least seven (7) years after the successful deployment of the software.		
8	Intellectual Property Clause - Vendor would represent and warrant that all software provided to MMTC does not and will not infringe any Intellectual Property Rights held by any third party and that the vendor has all necessary rights, or at his sole expense shall have secured in writing all transfers of rights and other consents necessary to License for use. The vendor shall indemnify and defend the Purchaser against all third party claims of infringement of Intellectual Property Rights of any kind arising from the supply or use by the Purchaser of the Products or any part thereof.		

Technical Bid**FORM- A2**

S.No.	<u>Description</u>	<u>Compliance (Y/N)</u>	<u>Documents attached, if any</u>
A.	Eligibility Parameters (A.1 to A.7) to be mandatorily complied.		
A.1	The Bidder company/company's/service provider should be registered in India. Certificate of Incorporation, Copy of PAN, Service Tax Registration (CST/LST as applicable), Copies of Articles of Association & Bye laws (in case of registered firms) and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted.		
A.2	The Bidder company/firm should be financially sound i.e., it must have made profits in each of last three financial years. (Copy of Audited financial statements, CA Certificate and directors' reports) for the last three years should be enclosed.)		
A.3	The Bidder company should have minimum services/application development turnover of Rs. 2 (Two) crores per annum in each of last three financial years. (Attach an original certificate on the turnover from these activities from auditor of the company.)		
A.4	The Bidder company should have successfully implemented at least in ONE (1) organization the Web based trading Software/e-commerce Application. (Satisfactory performance certificate from these organizations along with copies of the sanction letter have to be attached).		
A.5	The Bidder company/firm must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).		
A.6	The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.		
A.7	The vendor company/firm should be Empaneled with M/s NICSI (TIER I AND TIER II) for Design, Development, Implementation, and Maintenance of Web Enabled Application as on date.		
B.	Technical Evaluation Details to be mandatorily provided		
B.1	Indicative project plan with the milestones along with graphical presentation. Clearly mention milestone-wise timelines required to complete the assignment.		
C.	Variable Technical Evaluation Parameters		
C.1	The vendor should have successfully implemented at least in one organization the Web based trading Software.		
C.2	Project GO-LIVE (i) GO-LIVE means completion of development, testing & deployment of the software as per Scope of work & initiation of operation from the date of acceptance of Work Order. (ii) Project has to be completed within 1 (One) month from the date of acceptance of Work Order.		

TECHNICAL Bid

ANNEXURE – I

FORM A3

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the RFP. A copy of the same duly signed by us is attached.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

TECHNICAL Bid

FORM-A4

STATEMENT OF DEVIATION (s) FROM TENDER TERMS & CONDITIONS

Dear Sirs,

Following are the deviations and variations from the tender terms and conditions. These deviations and variations are exhaustive. Except these deviation and variations, the entire Service shall be imparted as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.

Signature of the Vendor

Name

Place

Date

Company Seal

COMMERCIAL BID DETAILS**FORM- B**

S.No.	Service offerings	Deployment On Cloud (Value in Rs.) Exclusive of all Taxes
1.	Analysis, Design, Development, Deployment & Implementation Cost	
2.	Training Cost for 20 MMTC officials	
3.	Audit from CERT-In empaneled vendor for IT security and process.	
A	Total Cost at Sl. No 1, 2 & 3	
4.	Annual Maintenance cost (AMC) per year for initial period of three years (i) 1 st Year AMC (i) 2 nd year AMC (ii) 3 rd Year AMC	
5	Optional AMC for period of four years after initial three years AMC (i) 4 th year AMC (ii) 5 th year AMC (iii) 6 th year AMC (iv) 7 th year AMC	
B	Total Cost of AMC as per sl.no. 4	
	Grand Total (A + B)	

Grand Total Cost in words: Rupees _____

- REMARK: -
- The aforementioned cost should include AMC cost for a period of three (3) years only. AMC would start after final implementation sign-off.
 - The cost should be exclusive of Taxes/ VAT/any other taxes etc.
 - MMTC would not provide any charges towards boarding/lodging/ traveling etc. cost for the team members/consultants for the project. The same has to be borne by vendor.

Evaluation Criteria: The tender would be finalized on the basis of the total bid amount i.e. lowest of (**Cost at A + Cost at B**) and not the items-wise lowest rates quoted by the bidders.

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("The Agreement") is signed on _____ day of _____ 2015, by and between..... having its offices at _____ (hereinafter referred to as "....." which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns)

and **MMTC Limited** having its office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 ("MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing services for WEB Application software.
- B. MMTC is India's leading international trading company, with a turnover of over US\$ 15 billion. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading.
- C. MMTC, pursuant to its e-tender dated _____, declared [INSERT NAME] as successful Bidder for its appointment as WEB Application software designer. Pursuant to appointment of [INSERT NAME] as WEB Application software, certain Confidential Information relating to MMTC's business may be disclosed by MMTC to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.
- D. Both Parties agrees that the WEB Application software of MMTC is critical. Therefore [INSERT THE NAME] has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires,

- (a) The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.
- (b) "Contract" means the Contract for providing development of Web Based Application to be entered into between MMTC and [INSERT NAME] pursuant to the award letter dated _____ declaring [INSERT NAME] as successful Bidder for its appointment as Web Based Application designer.
- (c) "**Representatives**" mean directors/partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert The Name].

2. Confidential Information and Protection:

- 2.1 MMTC may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between MMTC and [PLEASE INSERT THE NAME].
- 2.2 The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of MMTC which has been created, developed or obtained by MMTC by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of MMTC which gives significant competitive advantage to MMTC and that protection of Confidential Information is of the highest importance to MMTC. Therefore [INSERT NAME] acknowledges and undertakes:
 - (a) To keep the Confidential Information in strict confidence for the entire duration of the Contract and for a period of five years thereafter.;
 - (b) Without the prior written consent of MMTC, [INSERT NAME] will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by MMTC;

- (c) [INSERT NAME] shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.
- (d) In case the Confidential Information is disclosed to any of [INSERT NAME] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.
- (e) To inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and
- (f) To keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from MMTC as "Confidential".
- (g) The Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the MMTC's Products which are the exclusive property of MMTC and are critical for the business of the MMTC and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of MMTC.
- (h) The [INSERT NAME] will not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.
- (i) [INSERT NAME] shall notify MMTC promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the MMTC's Confidential Information by any person or entity other than MMTC and its Authorised Representatives
- (j) Promptly furnish to MMTC full details of the unauthorised possession, use or knowledge, or attempt thereof;
- (k) Use reasonable efforts to assist MMTC in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;
- (l) Use reasonable efforts to cooperate with MMCT in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and
- (m) Promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information

3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:

- (a) At the time of its disclosure to [INSERT NAME] is in the public domain;
- (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify MMTC or any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.

4. NO COMMITMENTS, WARRANTIES OR SOLICITATION

- (a) The Confidential Information disclosed by MMTC to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorised by MMTC.
- (b) No representations or warranties, express or implied, are made by MMTC concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither MMTC nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and MMTC expressly disclaims any such liability whether in negligence or otherwise.
- (c) MMTC shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of

Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by MMTC with regard to the E-tender.

- (d) MMTC shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.
- (e) Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of MMTC without the prior written consent of MMTC.

5 Return of Confidential Information

- (a) Upon the written request of MMTC, the [INSERT NAME] shall return to MMTC all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to MMTC written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.
- (b) Upon specific request by MMTC, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

6 Indemnity; No Waiver; Specific Performance

- (a) [INSERT NAME] shall indemnify, defend and hold harmless MMTC against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by MMTC which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].
- (b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and MMTC shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to MMTC at law or in equity.
- (c) Failure by MMTC in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

7. Relationship of Parties

MMTC has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement .

8 No Grant of Property Rights

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of MMTC's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

9 General Provisions

- (a) MMTC has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.
- (b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

10. TERM AND TERMINATION

- (a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract and for a further period of five years thereafter.
- (b) Notwithstanding clause 10 (a) above, MMTC may terminate this Agreement by giving a 30 days prior written notice to the other Party.

11. CONSEQUENCES OF TERMINATION

- (a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and
- (b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.
- (c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12. GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings

between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

14. DISPUTE RESOLUTION

If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by MMTC. The Arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time ("Act") and the Award so made shall be final and binding on all the parties.

15. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

16. NOTICES

Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:

(a) MMTC LIMITED
Core-1, SCOPE Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003

(b) [INSERT NAME]

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised Representatives of the parties the day and year first above written.

1. Signed and delivered by:
MMTC LIMITED
Core-1, SCOPE Complex,
7 Institutional Area,
Lodhi Road, New Delhi-110 003

2. Signed and delivered by:
[INSERT NAME]

In the presence of the following witnesses:

- 1.
- 2.

PERFORMANCE BANK GUARANTEE (as per MMTC format)

No. _____
Date _____

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

WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Core-I, Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No. dated _____ for the supply of _____ (Items) for a value of Rs. _____ (total purchase order value) (Rupees _____ (in words) and whereas the Seller has agreed to provide the Design, Development, deployment, Maintenance of Web based Indian Gold Coin Sale Software at MMTC Limited strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. _____ dated _____.

AND WHEREAS the seller is required to furnish a performance bank guarantee of the value of Rs. _____ (Rupees _____) being 100% of the total value) for the due performance of the contract in favour of the said MMTC. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. _____ (Rupees _____ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

We, _____ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect up to _____ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, _____ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the seller or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the seller, or by any latter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, _____ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, _____ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating thereto. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the said Seller has no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. _____ (100% of PO value) (Rupees (in words)). The guarantee shall remain valid up to _____ unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness : 1.
2.

(Authorised Signatory)
(Signed with Company stamp)



MMTC LIMITED.
(A Govt. of India Enterprise)
SCOPE Complex,
7 - Institutional Area,
Lodhi Road, New Delhi – 110003

Website: www.mmtclimited.gov.in

**E-tender for techno-commercial quotation for Analysis, Design, Development, Deployment and Maintenance of
Web based Indian Gold Coin Sale Software at MMTC Limited**

MMTC invites sealed techno-commercial quotation for Analysis, Design, Development, Deployment, Maintenance of Web based Indian Gold Coin Sale Software at MMTC Limited

Interested bidder(s) may visit our website www.mmtclimited.gov.in or www.eprocure.gov.in for further details and may submit their e-tender at <https://mmtc.eproc.in> on or before **21st July 2015 (Tuesday) at 15:00 Hr**
