



**MMTC LIMITED**

(A Government of India Enterprise)

**“MMTC House”, C-22, E-Block, Bandra-Kurla Complex  
Bandra (East), Mumbai – 400 051.**

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**SYSTEMS DIVISION**

**Tender No: MMTC/SEEPZ/PARCEL-SW/17-18/1**

**Dated: 24/08/2017**

**TENDER DOCUMENT**

**E-NIT for Analysis, Design, Development of “e-custodian software” for logistic control of precious Import&Export parcels , & related customer billing , Deployment of E-custodian software will be on Cloud , Maintenance of the related Web Based server , web-services , e-custodian software for MMTC Limited , SEEPZ SRO on turnkey basis**

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**Dated: 24/08/2017**

**Part – 1**

<b>Start date for Downloading tender documents</b>	<b>.....</b>	<b>24.08.2017 From 12:00 Hrs</b>
<b>Last date for Downloading tender document</b>	<b>.....</b>	<b>29.09.2017 up to 12:00 HRS</b>
<b>Due date of tender submission (Technical &amp; Price Bid)</b>	<b>.....</b>	<b>29.09.2017 Up to 14:00 HRS</b>
<b>Technical Bids opening Date</b>	<b>.....</b>	<b>29.09.2017 at 14.30 HRS</b>
<b>Pre Bid Meeting</b>	<b>.....</b>	<b>11.09.2017 at 11:00 HRS @ MMTC House, Bandra Kurla Complex, Mumbai -51</b>
<b>Earnest money</b>	<b>.....</b>	<b>Rs. 1,00000/- (Rs. One Lakh only)</b>
<b>Cost of documents</b>	<b>.....</b>	<b>NIL</b>

**Downloaded by:**

**M/S**

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**NOTICE INVITING TENDER (NIT)**

MMTC Limited invites E-bids for “ Analysis, Design, Development of “e-custodian software” for logistic control of precious Import&Export parcels , & related customer billing , Deployment of E-custodian software will be on Cloud , Maintenance of the related Web Based server , web-services , e-custodian software for MMTC Limited , SEEPZ SRO on turnkey basis

Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID.

**1. Eligibility Criteria / Proof of Eligibility:**

- 1.1 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.**
- 1.2 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.)**
- 1.3 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.)**
- 1.4 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).**
- 1.5 The Bidder company/firm must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).**
- 1.6 The Bidder company/firm should have at least one branch offices(s) at Mumbai for 100% system support services.**
- 1.7 The vendor company/firm should be empanelled with M/s NICSI (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**

**E-NIT for Analysis, Design, Development of “e-custodian software” for logistic control of precious Import&Export parcels , & related customer billing , Deployment of E-custodian software will be on Cloud , Maintenance of the related Web Based server , web-services , e-custodian software for MMTC Limited , SEEPZ SRO on turnkey basis**

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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.**

As the current operations at MMTC Seepz,Mumbai are in full swing and with each passing year the parcel volume has Increased considerably for exports and imports.. Since 1990 till 2010 the customised Seepz Parcel Application Software which was based on foxpro for DOS. In 2010 the Application/program was upgraded to Visual Foxpro which ran on O/s winx XP and is still running till date on win xp only. Even though the current software still hold good for the operation, but with advent of NSDL 's EDI , it has been emphasized by the seepz DC to have paperless operation ie parcel will move without hard copy of shipping bills/customs invoice and will be deposited with MMTC strong room. so that parcels operations can be more swift Hence it was suggested in the meeting with Development commissioner MMTC should enhance it software so that it can connect itself with NSDL –SEZ online or down load batch data from NSDL website and port the same to our existing application/database seamlessly

### 2.0 OBJECTIVE

*MMTC intends to award work order/contract for Analysis, Design, Development of “e-custodian software” for logistic control of precious Import&Export parcels , & related customer billing ,Web Hoisting , Installation& Deployment of “e-custodian software” along with training & Maintenance of the related Web Based server , web-services , e-custodian software for MMTC Limited , SEEPZ SRO on turnkey basis with interface to our existing ERP with complete audit trail.*

*The application should support MMTC's Seepz business growth and needs, enhanced business process requirements ensuring a configured & fully operational, workable & available system to all authorized users, seepz units web users including MMTC users in MIAL ACC @ sahar cargo terminal . 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 e-custodian-s/w project is total point to point , stage wise LOGISTIC control and monitoring of Precious cargo Parcel ie IMPORT/EXPORT PARCELS

(VAL-CARGO) through authorized terminals & using dynamic web based with complete audit trails and its related customer billings module . **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:-**

In order to over come the problem of outdated offline software application which run on win xp, inadequate data from NSDL'end / reduce manual entry/ fasten the process it is suggested that existing software should be redesigned & revamped & equip it with the latest facility like barcoding and web based portal so that those customers who can bring in the parcel to mmhc seepz office without documents , mmhc s can cater to large volume of parcel at offsite ie (customers factory/unit) , mmhc can handle including valuable-cargo/limited val cargo/general cargo/electronic cargo/e-commerce shipments and it can be multilocation based also for future proposed custodian operating locations also

#### **SNAPSHOT OF SCOPE/ DETAILS OF PROPOSED SOFTWARE : EXPORT**

**Parcel Details to be loaded by Exporter on to web based portal stage 0-:** The web based portal will allow sez exporters to enter/load in bulk the detail of there export parcels like sbno.sb date, mmhc vendor code, no of parcel , qty of parcel,value of parcel, weight of parcel ,awb bill details, cha code,destination, flight details,etc at there end

**ExportParcel tracking stage1- Barcode Tag Generation** once the customs clears there electronic shipping bill & electronic invoice the clearance/authorization number allotted by customs will be attached to this details by the proposed software . on basis of sb number and qty of parcel barcode(s) tag will be generated by the party which they will carry on the parcel at custodian office entry point , on scanning these barcodes they will be allowed entry in mmhc custodian office .

**ExportParcel tracking stage2- let export order clearance details** Once the customs examiner at custodian office clear the parcel in there sez online web site , **This revised software which will monitor/query to NSDL website of S/B details uploaded of the current day also (any unprocessed s/b of previous uploads) with updated status** the batch & match with nsdl website /if nsdl sends data packet will auto download and Pair/Mark this respective tagged parcels details with let export order flag

**ExportParcel tracking stage3- AWB Details** When parcel has let order flag & if AWB details were not fed by exporters/units in advance at stage0 then it will be available for booking to Airlines booking agent and the party will update that awb data of the respective parcel tagged -code wise on to the website by hand held devices/app

**ExportParcel tracking stage4- SER Details** When parcel has AWB details loaded , party will submit the parcel with the tag to custodian , the tag will be scanned by strong room officials , then it will be available to MMTC database as "OK transaction for strong room acceptance , SER NO allotment & export readiness". SERNO thus generated will be printed by laser printers on to stickers which will be glued to parcels immediately on receipt of the parcels and before submission to strong room. Thus the tag barcode and SERNO will be the key to any transaction tracking

**ExportParcel tracking stage5- consolidation n cross check** after all the parcels have been deposited a different secondary program with scan the barcodes on all the parcels in custodian office , the report generated with this software airlines/consolwise/daywise should tally with the reports generated thru the primary software.

**ExportParcel tracking stage5- Master check** The comparison data/summary report generated by both softwares will be tallied/cross checked by these software itself individually

## **SNAP SHOT OF SCOPE/DETAILS OF PROPOSED SOFTWARE : IMPORT**

**STAGE0 PRIOR TO ARRIVAL OF IMPORT SHIPMENT :** Units will enter into portal there arriving shipments with details of cosigner name n address/consignee name and address /product description,qty, weight, volume,value, box wise qty, MAWB,HAWB,customs- details such as igm details.

**STAGE-1 On Arrival of Import parcels @Airport** : if import data is already entered by unit & available of the parcels arrived which while scanning will be tracked and confirmed parcel entry in strong room and if data is not entered by units then as per the documents submitted basic data pertaining to parcel ie date of import/mawb/hawb/ qty/weight /origin/airlines will entered @ cargo end & SEEPZ Import Register Number SIR will be generated and printed as” number and barcode/qr code” by laser on to sticker(s) The no of sticker to be printed per docket/consignment will vary as per qty of parcels in each docket as per no of parcels in each have tagnumber & barcode will be glued to import parcel and the duplicate of this sticker will be glued to document set arriving at seepz-sez and the triplicate will be glued to b/e (bill of entry) Once glued the parcels with this tagged-barcode will be scanned & original papers arriving at airport will be scanned and digital copy of the same will be attached to this record in case of non receipt of igm manual interface will be there to attach scan copy of the letter issued by handing over authority

**STAGE-2 On Arrival of Import parcels @seepz security at gate entry/entrance 1 will scan the parcel and cross check with label details on parcel and systems and system will mark with date and time its gate entry in application of its arrival at seepz custodian office and it will be weighed and details will be entered at gate**

**STAGE-3 vaulting in seepz strong room** , security will scan the parcel @ strong room entry & only those parcel cleared at gate entry security will be available/displayed for cross checking and deposit in vault the system will mark its entry with date and time in application “as vault deposit “

**Stage -4 forwarding for examination** : party request for removal thru register entry parcel while removing from strong room will be scanned for exit time and date entry with remark of forwarding to customs  
( the stage 3 and stage 4 can take place number of time ie depositing/removal/redepositing in event of detention parcel /parcel damage check/

**Stage5 redeposit after customs examination** : parcel tag will be scanned cross verified with detail on parcel and redeposited with remark redeposit after customs examination+ time& date stamp of redeposit,, party will clear the entry in register after this redeposit

**Stage -5 delivery of parcel** : party request for parcel delivery thru register entry parcel while removing from strong room will be scanned for exit time and date entry with remark of for delivery to party-pre check to be done”

**Stage6 pre check before delivery** the parcel tag will be scanned, auto bill will be generated for heavy parcel /partys account will be debited for heavy parcel/second Saturdays/holidays/spl carting/late charges/demurrage/othercharges

automatically , the label details will be cross verified with tag on parcel & details appearing in the screen and tagged gate pass will be generated

**stage 7 gate pass check :** the details of cleared parcel ready to exit will be available in screen of gate-entrance security who will scan the barcode on gate pass and the barcode tag on parcel , verify the details with the parcel labels and release the parcel out of custodian office once everything is tallied the system will timestamp the parcel exiting the custodian office.

**Stage 10 partys acknowledgment** Party will sign on duplicate copy of gate pass and submit to vault security as acknowledgement of parcel receipt , Party will sign on triplicate copy of gate pass and submit to gate security as proof he has taken the delivery of parcel out of custodian gate

### **DETENTION PARCEL LOGISTICS**

Apart from the above there are detained parcels by customs-seepz which are kept separately and account/logistic control of the same needs to be maintained separately in addition to regular import/export parcel inventory this detained parcels have documents related to it like which need to be scanned and kept along with detained parcel

This detained parcels are sometimes need to be taken out for examination/valuation/etc and again redeposited

Only when case is settled the parcels is delivered to party in presence of customs as of now customs are not paying anything for this service to mmhc but we may be required to charge for custody on number of days/slab wise charges

Like month/year/weeks/fornights/days and bill to be raised on the party/customs

**HOLD PARCEL PROVISION** There should be also a hold parcel provision in the application ie even when customs clears it there are instance when partys request to hold the parcel from exporting in this scenario party should submit a request online which should be approved by the Parcel Incharge and such parcels on hold should be **flashed** on main screen

### **HIGH VOLUME PARCELS**

During Exhibitions and Large orders Units sends high volume of parcels with large qty of boxed 150-250 at one go

Such shipment request to be **flashed** on MMHC end login Screen so as to arrange for logistics /vans in advance

Hence such high volume/qty parcels data when uploaded by units it should be clarified the dimension/size of box

### **SCOPE OF Daily reports**

Daily import pctm/import register/import tp register

Daily export/export pctm/tp register/personal carriage report /late parcel/heavy weight parcel report/wrong parcel /late delivery report/detention Will also show exact posting of inventory of import/export parcel stock in vault at any point of time the deliveris affected of import and export regular parcels separately and detention parcels separately

Daily import/export stock closing sheet

Consolidated dayswise/monthwise and yearly parcel position report along with charges (copy enclosed)

### **BILLINGS**

The proposed system should allow the customers to take print out of there daily transactions/ daily charges statement as well as monthly invoices with facility to make online payment the customer should also be able to see his ledger/transaction/summary details / amount debited to

his account till date/outstanding till date/last receipt of payment /etc when he logs in to his account. payment can be made by units thru online digital payments like neft/credit card/net banking/etc. Once payment is made by the party and received in MMTC accounts get credited with payment. The party's account will be credited to that effect

At any point of time MMTC should be able to have snap shot of amount/sales/charges till date and the corresponding revenue received for that month and outstanding pertaining to various previous months from parties along with details

Note : At the beginning of each financial year this data to be reflected as closing balance of previous year and the subsequent year entries to be affected. This application will be having every unit's ERP CODE in its master hence should also have interface to load/connect to our existing ERP-F&A module of MMTC

<b>1</b>	<b><u>ALL REPORTS INCLUDING BUSINESS INTELLIGENCE TOOLS ALL INDIA REPORTS</u></b>
	All reports to have built querying and reporting tools etc. (Provision of viewing report as per user comfort & rights)
<b>2</b>	<b>ADMINISTRATIVE CONSOLE</b>
	Master Management of Inventory management / Stores, User Management
<b>3</b>	<b>USER TRAINING</b>
<b>4</b>	<b>ONSITE AMC SUPPORT, UPGRADE &amp; ENHANCEMENT FOR MINIMUM 3 YEARS AFTER THE PROJECT GO-LIVE</b>
<b>5</b>	<b>IT INFRA RECOMMENDATIONS</b>

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

#### **4.0 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

## **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**

5.2.1 Filled-in Form - A1, Form – A2, Form - A3 & Form - A4 of ANNEXURE – I along with supporting documents.

5.2.2 Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) interest free.

5.2.3 Firm must deposit EMD through RTGS/NEFT/fund transfer in the account of the MMTC Limited, payable at Mumbai. Axis Bank Limited, BKC Branch, Bandra, Mumbai  
Current Account No 230010200004688  
IFSC Code : - UTIB0000230

#### **5.3 Technical Evaluation Criterion**

5.3.1 The Bidder should fulfill 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 as per averments in section 1. 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](http://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 technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Contact Nos. +91-124-4302000 for helpdesk officers</b>		
<b>Dedicated helpdesk for MMTC</b>		
<b>Name</b>	<b>Email</b>	<b>Phone numbers</b>
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

5.5.5. Last date for submission of e-bids is **29<sup>th</sup> September 2017 @ 1400 HRS IST.**

**5.6** Earnest Money Deposit to be submitted in physical form and should reach MMTC, Mumbai **on or before 29<sup>th</sup> September 2017 @ 1400 HRS IST**

The Technical bid will be opened in the presence of the authorized representative of the bidder on 29<sup>th</sup> September 2017 @ 14:30 Hrs. at MMTC, MMTC House, C-22 Block E , BKC Bandra East Mumbai – 400051 The person intend to attend the opening should bring authorization letter for the same from the company.

## 5.7 Signing of Tender

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

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

5.7.2. a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts 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.

5.7.3. Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

## **N.B**

(1) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn 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.

(2) In the 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.

(3) 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, the MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

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 without assigning any reason.

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. No bidder shall 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 at their own discretion.

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. **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.

## **5.12. Prices**

5.12.1 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.

5.12.2 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.

### **5.13 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 Mumbai.

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 Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

5.13.7 The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

**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. If any discrepancy or concealment in information or fabricated information is found, MMTC may terminate the contract. 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 Mumabi
- 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:**

5.23.1 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.

5.23.2 The Successful bidder shall sign contract agreement for implementation, operation and maintenance services with MMTC for a period of 6 months implementation and 36 months for O & M period.

### **5.24 Payment Terms:**

5.24.1 MMTC shall release payment as follows

- |                |   |
|----------------|---|
| a. 50% payment | Successful Deployment with UAT signoff from MMTC including user training  |
| b. 20% Payment | System Audit Report confirming meeting all expectations of MMTC from the application.   |
| c. 30% Payment | Acceptance test report (Within one week of successful System Audit) of the deliverable as per scope of work as mentioned in <b>Section I</b> above along with Annexure – 1 (Form-A3) excluding AMC charges. |

#### **Following documents 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 Warranty: The Selected Bidder shall obtain the 3 year product warranty and three year on-site free service warranty on all licensed software. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP

**The Selected Bidder shall provide one (3) years of comprehensive AMC that includes:**

1. Warranty support
2. Annual Technical Support (ATS)
3. Handholding Services

**As part of the warranty services Selected Bidder shall provide:**

- 1 The Selected Bidder shall provide a comprehensive warranty and on-site free service warranty for 3 years from the date of Go Live.
- 2 The Selected Bidder shall obtain the three year product warranty including on-site free service warranty on all licensed software.
- 3 The Selected Bidder shall provide the comprehensive OEM's (Original Equipment Manufacturer) warranty in respect of proper design, quality and workmanship of all software covered by the RFP (Request for proposal). The Selected Bidder must warrant all software procured and implemented as per this RFP against any software's defects during the warranty period.
- 4 The Selected Bidder shall provide the performance warranty in respect of performance of the installed software to meet the performance requirements and service levels in the RFP.
- 5 The Selected Bidder is responsible for sizing of necessary hardware and procurement of software licenses if any as per the performance requirements provided in the RFP. During the warranty period. The Selected Bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to MMTC in case the suggested procured hardware or software is not adequate to meet the service levels.
- 6 During the warranty period the Selected Bidder shall maintain the systems and repair / replace at the installed site, at no charge to the MMTC, all defective components that are brought to the Selected Bidder notice.
- 7 The Selected Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

**As part of the ATS services the Selected Bidder shall provide:**

1. The Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance during the contract period.
2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same would be done as part of the ATS.
3. The Selected Bidder would carry out any requisite adjustments / changes in the configuration for implementing different versions of solution.
4. Updates/Upgrades/New releases/New versions. The Selected Bidder shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The Selected Bidder would provide free upgrades, updates & patches of the software and tools to State as and when released by the OEM during the period of contract.
5. The Selected Bidder shall provide patches to the licensed software including the software, operating system, databases and other applications during the contract period.
6. Software License Management: The Selected Bidder shall provide for software license management and control. The Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance during the contract period.
7. The Selected Bidder shall provide complete OEM's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. The Selected Bidder shall provide a single-point-of-contact for software support and provide licensed software support, including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting during the contract period.
8. The OEM's technical support shall at a minimum, include online technical support and telephone support during the MMTC's business hours (Business hours will be from 0930 hours to 1750 hours on all working days with access for MMTC and The Selected Bidder to the OEM's technical support staff to provide a maximum of 4 hour response turnaround time on for a response from the support desk. There would not be any limits on the number of incidents reported to the OEM. The MMTC shall have access to the online support and tools provided by the OEM. The MMTC shall also have accesses to a variety of technical resources including the OEM's knowledge base with complete collections of technical articles.

9. Questions and resolving problems related to the software application, Project site infrastructure, and operating systems at all locations. It becomes the central collection point for contact and control of the problem, change, and service management processes. This includes both incident management and service request management.
10. The Selected Bidder shall provide a second level of support for application and technical support where the software will be rolled out.

**As part of the Handholding services to provide software maintenance and support services the Selected Bidder shall provide:**

1. The Software Maintenance and Support Services shall be provided for all software procured and implemented by the Selected Bidder. The Selected Bidder shall render both on-site and offsite maintenance and support services to all stake holders as per the RFP. The Maintenance and Support Services will cover, all product upgrades, modifications, and enhancements during the contract period.
2. Updates/Upgrades/New releases/New versions. The Selected Bidder will implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required after necessary approvals from the MMTC about the same during the contract period.
3. Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance during the contract period.
4. The Selected Bidder shall apply regular patches to the licensed software, including the operating system and databases as released by the OEMs during the contract period.
5. Software License Management. The Selected Bidder shall provide for software license management and control. The Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. The Selected Bidder would perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions and report to MMTC on any exceptions to the Selected Bidder terms and conditions, to the extent such exceptions are discovered.
6. The Selected Bidder shall undertake regular preventive maintenance of the licensed software during the contract period.

**As part of the Handholding services to provide application functional support services the Selected Bidder shall provide:**

1. The Application Functional Support Services shall be provided for all software procured and implemented by the Selected Bidder.
2. Enhancements and defect fixes. The Selected Bidder shall incorporate technological changes, and provide enhancements as per the requirement of the project mutually agree. The Selected Bidder shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working on the software as per the requirement of project mutually agreed during the contract period.
3. Routine functional changes that include user and access management, creating new report formats, and configuration of reports during the contract period.
4. The Selected Bidder shall provide user support in case of technical difficulties in the use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the complete usage of the software during the contract period.
5. The Selected Bidder shall migrate all current functionality to the new / enhanced version at no additional cost to MMTC and any future upgrades, modifications or enhancements during the contract period.
6. The Selected Bidder shall maintain access controls to protect and limit access to the authorized end users of the State.
7. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support.

**5.26 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. Any upward/downward revision of taxes shall be applicable at the time of invoicing.

**5.27 Time schedule and Delays in the Bidder's Performance:**

- 5.27.1** 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.
- 5.27.2** 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.

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

1. Invocation of its Performance Guarantee.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for default.

**5.28 Delivery Location:** The services are required at MMTC SEEPZ-SEZ Gems & Jewellery Complex -1 Andheri(E) 400096, Mumbai or any other location specified by MMTC.

**5.29 Indemnity:**

The Selected Bidder shall INDEMINIFY from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

1. Negligence or wrongful act or omission in connection with or incidental to this Contract; or
2. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this
3. Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of project cost in favour of the MMTC.

The selected bidder shall comply with all laws and regulations governing the relation between the employer and employee which are in force as if the selected bidder is the employer and the worker are his employee. The selected agrees to indemnify and keep indemnified the MMTC Limited against any loss, charges and expenses suffered by it on account of breach of any laws or regulations.

The selected 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 selected Bidder in the discharge of the obligation under this tender agreement. In case, selected bidder fails / has failed to discharge its obligation in time or if MMTC at its sole discretion considers that the selected 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 this contract and procure the services from any other concern at the cost and risk of the selected bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

**5.30 Liquidated Damages:**

Timely delivery and deployment of the Web Based Application is essence of the contract. Subject to clause for Force Majeure, if the successful bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the MMTC, at its discretion, may without prejudice to any other right or remedy available to it under the contract, successful bidder is liable to pay to MMTC @ 1/2 % per week of delay of the agreed price subject to maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).

In case it leads to termination, MMTC shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice

The MMTC may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the MMTC right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

### **5.31 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or MMTC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract.

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall 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 agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

### **5.32 Arbitration**

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

### **5.33 Termination for default**

#### **5.33.1 Right to Terminate the Process**

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

1. The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
2. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
3. If the selected bidder fails to complete the assignment as per the time lines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the order in the event of delay and forfeit the bid security liquidated damages for the delay.

4. If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
5. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
6. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled
7. MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

#### **5.33.2 Consequences of Termination**

1. In the event of termination of the Contract 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) which the Vendor 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
2. Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available MMTC under law or otherwise against successful bidder.
3. 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.

#### **5.34 Penalty**

The Bidder shall perform its obligations under the agreement entered into with the MMTC, in a professional manner.

MMTC may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the MMTC has to take corrective actions to ensure functionality of its property, the MMTC reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

1. MMTC may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
2. The MMTC shall implement all penalty clauses after giving due notice to the bidder.

3. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the MMTC reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

#### **5.35 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 to ensure continuity of operations.

#### **5.36 Conflict of interest**

The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **5.37 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **5.38 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **5.39 “No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a —No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.

#### **5.40 Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.

#### **5.41 GENERAL**

##### **5.41.1 Relationship between the Parties**

- a. Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.

- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c. MMTC will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

#### 5.41.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of MMTC.

#### 5.41.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless MMTC notifies the Selected Bidder of its release from those obligations.

#### 5.41.4 Entire Contract

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 Contract.

#### 5.41.5 Governing Law

This contract shall be governed in accordance with the laws of India.

#### 5.41.6 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

#### 5.41.7 Notices

A —notice means:

- a notice; or
- A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The

Tel: + 91

Fax: + 91

Email:

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

#### **5.42 Waiver**

5.42.1 Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

5.42.2 The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**5.43 Modification:** Any modification of the Contract shall be in writing and signed by an authorized representative of each Party which shall form the part the existing contract.

#### **5.44. FRAUD PREVENTION POLICY**

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

- a. The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

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

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

5.44.3 Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

#### **5.45 HOLIDAY LISTING:**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

#### **5.46 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 documents.

#### **5.47 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.

#### **5.48 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.

**5.49** For any further clarification, the bidder may contact Mr. Manoj Basak, Chief Manager (systems) e-mail Id manojb [@mmtclimited.com](mailto:manojb@mmtclimited.com)

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**Annexure – I****Technical Bid  
Details****FORM- A1**

<b>Sl.No.</b>	<b>Description</b>	<b>Compliance (Y/N), if required</b>	<b>Details Attached (Y/N)</b>
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.	Description	Compliance (Y/N)	Documents attached, if any
A.	<b>Eligibility Parameters (A.1 to A.7) to be mandatorily complied.</b>		
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. <b>(Copy of Audited financial statements, CA Certificate and directors' reports) for the last three years should be enclosed.)</b>		
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. <b>(Attach an original certificate on the turnover from these activities from auditor of the company.)</b>		
A.4	The Bidder company should have successfully implemented at least in ONE (1) organization the Web based trading Software/e-commerce Application. <b>(Satisfactory performance certificate from these organizations along with copies of the sanction letter have to be attached).</b>		
A.5	The Bidder company/firm must have a Service Tax Registration Number and PAN Number. <b>(Enclose attested copy of the relevant document).</b>		
A.6	The Bidder company/firm should have at least one branch offices(s) at Mumbai for 100% system support services.		
A.7	<b>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>		
B.	<b>Technical Evaluation Details to be mandatorily provided</b>		
B.1	Indicative project plan with the milestones along with graphical		

	presentation. Clearly mention milestone-wise timelines required to complete the assignment.		
C.	<b>Variable Technical Evaluation Parameters</b>		
C.1	The vendor should have successfully implemented at least in one organization the Web based trading Software.		
C.2	<p>Project GO-LIVE</p> <p>(i) GO-LIVE means completion of development, testing &amp; deployment of the software as per Scope of work &amp; initiation of operation from the date of acceptance of Work Order.</p> <p>(ii) Project has to be completed within 1 (One) month from the date of acceptance of Work Order.</p>		

**TECHNICAL Bid**

**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:

**ANNEXURE – I**

**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**

<b>S.No.</b>	<b>Service offerings</b>	<b>Deployment On Cloud</b> (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.	
<b>A</b>	<b>Total Cost at Sl. No 1, 2 &amp; 3</b>	
4.	Annual Maintenance cost (AMC) per year for initial period of three years (i) 1 <sup>st</sup> Year AMC (i) 2 <sup>nd</sup> year AMC (ii) 3 <sup>rd</sup> Year AMC	
5	Optional AMC for period of four years after initial three years AMC (i) 4 <sup>th</sup> year AMC (ii) 5 <sup>th</sup> year AMC (iii) 6 <sup>th</sup> year AMC (iv) 7 <sup>th</sup> year AMC	
<b>B</b>	<b>Total Cost of AMC as per sl.no. 4</b>	
	<b>Grand Total (A + B)</b>	

Grand Total Cost in words: Rupees

- REMARK: - a) The aforementioned cost should include AMC cost for a period of three (3) years only. AMC would start after final implementation sign-off.
- b) The cost should be exclusive of Taxes/ VAT/any other taxes etc.
- c) 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.

### ANNEXURE –III

#### NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("The Agreement") is signed on da \_\_\_\_\_ of \_\_\_\_\_ 2017, 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 MMTC House, C-22 Block E , BKC Bandra East Mumbai - 400051 "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 or 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 Mumbai 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 Mumbai, 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

MMTC House, C-22 Block E , BKC

Bandra East Mumbai - 400051

(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

MMTC House, C-

22 Block E , BKC

Bandra East Mumbai - 400051

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  
MMTC House, C-22 Block E , BKC  
Bandra East  
Mumbai - 400051

WHEREAS \_\_\_\_\_ (supplier name & address) (here in after referred to as the Seller) have \_\_\_\_\_

entered into a contract with M/S. MMTC Limited, MMTC House, C-22, BLOCK E, BKC, Bandra , Mumbai-40051 (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 Analysis, Design, Development of “e-custodian software” for logistic control of precious Import&Export parcels , & related customer billing , Deployment of E-custodian software will be on Cloud , Maintenance of the related Web Based server , web-services , e-custodian software, complete audit trail and interface to MMTC existing Erp F&A Module for MMTC Limited , SEEPZ SRO on turnkey basis 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 \_\_\_\_\_ (Rupees \_\_\_\_\_ guarantee of the value of Rs. \_\_\_\_\_ es \_\_\_\_\_) being 100% of the total value) for the due performance of the \_\_\_\_\_ sai MMTC. contract in favour of \_\_\_\_\_ the d \_\_\_\_\_ 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).

(banker’s name and address) further agree that the guarantee

We, \_\_\_\_\_ here in contained  
Shall remain irrevocable and continue in full force \_\_\_\_\_ and that it shall continue to be enforceable  
ll and effect up to \_\_\_\_\_ 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 letter 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 \_\_\_\_\_ writing.  
of MMTC in 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 suit 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 \_\_\_\_\_ unless \_\_\_\_\_ demand or claim under this guarantee is made valid up to \_\_\_\_\_ s a \_\_\_\_\_ 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)

