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2 NAGINDAS CHAMBERS , USMANPURA ASHRAM ROAD AHMEDABAD 380014,  
TELEPHONE NO: 079-40244712

Tender No: MMTC/AHD/ADMIN/2019-20/1

Date : 24-09-2019

### INVITATION FOR QUOTATION

MMTC Limited, a company registered under Companies Act, 1956 having its Regional Office at 2 Nagindas Chambers , Usmanpura, Ahmedabad 380014, and Regd./Corporate Office at Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003; hereinafter after referred to as “MMTC” invites e-bid in Techno-Ccommercial format for “Appointment of Architect for Rennovation of Office & Company Residential Flat “from reputed company / partnership firm/ proprietorship firm having at least 5years experience in the field.

<b>Tender no.</b>	MMTC/AHD/ADMIN/2019/1
<b>Cost of Tender Document</b>	Nil
<b>Earnest money deposit</b>	5000/- ( Five thousand only )
<b>Pre Bid Meeting</b>	11:00 Hrs on 03/10/2019
<b>Bid Submission Date Starts from</b>	14:00 Hrs on 24/09/2019
<b>Last Date and Time of submission of tender</b>	Up to 15:00 Hrs On 14/10/2019
<b>Date and Time of Opening of Tender</b>	16:00 hrs. On 14/10./2019
<b>Contact Person for Further Communication</b>	Vijay Wardhan Singh MMTC Limited, 2 Nagindas Chambers , Usmanpura, Ahmedabad 380014

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**SECTION - I**  
**( NOTICE INVITING TENDER )**

**1.0. BACKGROUND**

Established in 1963, MMTC Limited - a Central Government PSU is one of the highest foreign exchange earners for India, & is a leading international trading company. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports. 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. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

**2.0 OBJECTIVE**

MMTC intends to invite e-bids for **Appointment of Architect for Renovation of Office in Usamanpura Ahmedabad & Company Residential Flat in Ambavadi , Ahmedabad .**

**3.0 Eligibility Criteria:**

- 3.1** The bidder must be registered in India. (Documents in support of Company registration/firm/proprietorship, copy of PAN card and GST registration Number (GSTIN) with State code should be submitted). The bidder needs to be registered with council of Architects
- 3.2** The bidder must have established office in Gujarat and should be capable to visit our office/site on the same day as per our requirement for discussion/query.
- 3.3** Bidder should have successfully executed at least Three(3) Work order and at least One (1) pertaining to Government of India/State Government /PSU/Nationalised Bank Work order for the immediately **preceding (3) three financial years i.e. 2016-2017, 2017-2018 2018-2019.**
- 3.4** Provide the details of Work orders successfully executed during the last three years in the following proforma /format.

S.No	Name and Address of department / PSU with contact details.	Brief Detail of Work order	Period of Contract From Date – TO Date	Annual Contract Value

Satisfactory performance certificate/completion certificate from these organizations along with copies of the work order should be attached / submitted.

- 3.7** Bidder should be financially sound i.e., it must have made profits in the immediately preceding (3) three financial years (2016-17,2017-18, 2018-19) Audited annual accounts copy to be submitted.
- 3.8** Bidder must comply with all terms and conditions of the tender (Signed copy of tender documents to be submitted).

**Bids without Supporting document (s) (as above) is liable to be rejected**

**4.0 PERIOD OF CONTRACT**

The contract [Annexure - II] between MMTC and successful Bidder to be referred as “Contractor” shall be valid for a period of One **(1) year** from the date of execution of contract by the Contractor. The same may be renewed for further period , if required, at the option of MMTC on the same terms & condition and rates subject to satisfactory performance by the contractor

**5.0 DISCLAIMER :**

**5.1** The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

**5.2** This Request for Proposal (RFP) documents is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP 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 RFP 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 RFP document.

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

**5.4** MMTC reserves the right to accept or reject any bid, and to annul the tender process and reject all bid, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm(s) on the grounds of MMTC’s said action.

**SECTION - II**  
**SCOPE OF WORK**

- 1.0 The contractor should provide the following type of services**
- i. Preparation of sketch plan
  - ii. Preparation of estimate after finalisation of sketch plan
  - iii. Preparation of working drawing for execution of work
  - iv. Preparation of tender document and evaluation of tender briefing
  - v. Periodical supervision during the course of execution of work
  - vi. Issuing completion certificate.

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**SECTION – III**  
**INSTRUCTIONS, GENERAL TERMS AND CONDITIONS TO BIDDERS**

**1.0 General**

1.1 The Tender shall be submitted in two parts

- (i) **Technical Bid [Form A1 to A4] - On Line**
- (ii) **Financial Bid [ Section – IV ] - On Line**

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

**1.3 SPECIAL TERMS & CONDITIONS FOR E-TENDER (For Technical and Financial Bid)**

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

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<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>e-Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a> <a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr Himanshu)</b> <b>(Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<b><a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a></b>
Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).  Pankesh Kumar	+91-(79)- 68136 833	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 68136 854	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848 09374519729	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>
Mr. Jeetish Shamnani	+91-(79)- 68136 854	<a href="mailto:jeetiksh@eptl.in">jeetiksh@eptl.in</a>

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- 1.4 The bidder shall have valid Class.III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC or MMTC'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
6. The bidder shall submit the tender in two bid system through e-mode only. PART – I shall be -TECHNICAL BID, PART – II shall be FINANCIAL BID.
7. The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
8. Operating System should be Windows Vista / Windows 7 and above.
9. System Access with Administrator Rights
10. Good Internet Connection.
11. Microsoft Internet Explorer 9.0 (32 bit browser only) or above
12. Valid Digital Signature Certificate(s) for users.
13. Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
14. Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - **Mandatory**
15. Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - **Mandatory**
16. Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
17. For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>

## **2.0 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

## **2.1 EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):**

E-Bid shall be accompanied by an EMD of Rs.5000/- payable through NEFT/RTGS payment mode as per details given below subject to verification/proof of receipt in MMTC account Deposit of EMD should be followed up with an email mentioning the UTR No. of transaction along with GSTIN. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time, before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

MMTC Bank details are as under :

### **A. DETAILS OF ACCOUNT HOLDER :**

NAME OF ACCOUNT HOLDERER / FIRM	MMTC LIMITED
COMPLETE CONTACT ADDRESS	2 NAGINDAS CHAMBER USMANPURA ASHRAM ROAD AHMEDABAD-380014
MOBILE NUMBER / PH NO	9540188753
E.MAIL	<a href="mailto:sumit@mmtclimited.com">sumit@mmtclimited.com</a>

### **B. BANK ACCOUNT DETAILS :**

ACCOUNT NAME (Name appearing in your Cheque Book)	MMTC LIMITED
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	CAG BRANCH, AHMEDABAD
BRANCH CODE	4152
COMPLETE BANK ACCOUNT NUMBER	10371778358
IFSC CODE	SBIN0004152
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	CASH CREDIT
MICR CODE OF BANK	----
AMOUNT PAYABLE BY APPLICANT	Rs 5000/-

4. EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender.

5. MSME units with valid certificate are exempted from payment of EMD however bidder will be required to submit Self certified copy. However, contractor will be required to deposit an amount as mentioned above towards security deposit before signing of agreement.

**Note : EMD of contractor shall be treated as security deposit and shall be released only after completion of entire agreement and after adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.**

### **3.0 The Bid Documents**

3.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Scope of Work (Section-II)
- (c) Instructions, General conditions & Special Conditions to the Bidders (Section III)
- (d) Technical Bid – Bid Particulars (Form A1)
- (e) Technical Bid – Bidder’s Experience (Form A2)
- (f) Technical Bid – Technical – Compliance Statement for Eligibility Criterion (Form A3)
- (g) Technical Bid – Technical - Terms and conditions as agreed. (Form A4)
- (h) Financial Bid - Commercials for AMC of Computers and Peripherals (Section IV)
- (i) E-Payment Performa (Annexure – I)
- (j) Agreement (Annexure –II)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

### **4.0 Documents to be enclosed with the Financial Bid: -**

4.1 Bidder shall submit / enclose all the documents as required as per eligibility criteria at 3.0 (section – III) or documents to be listed.

4.2 The Technical bid will be opened in the presence of the authorized representative of the bidder. The person intending to attend the opening should bring authorization letter for the same from the company / firm

### **5.0 Clarification of Bid Documents and Pre Bid Meeting**

Any bidder requiring any clarification of the bid documents may notify MMTC in writing or by email within one week of date publishing tender. The Pre-Bid meeting will be held on 1100Hrs on 03/10/2019 (Tuesday) at Ahmedabad office

### **6.0 Amendments of Bid Documents**

6.1 MMTC reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any.

6.2 The amendments shall be notified on [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) , <https://mmtc.abcpocure.com> and these amendments will be binding on bidders.

6.3 In order to afford the prospective bidders reasonable time to take the amendments into account in preparing their bids, MMTC may, at its discretion,



extend the deadline for the submission of bids suitably.

## **7.0 BID PRICES**

7.1 The bidder shall give the total composite price exclusive of GST and all other component of the price need to be individually indicated against the services/services it proposes to supply under the contract. Prices of incidental services should also be taken into account. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by MMTC

7.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7.3 The unit prices quoted by the bidder shall be in sufficient detail to enable MMTC to arrive at prices of services offered.

7.4 The prices stated shall also include all rights (if any) of patent, registered design or trade mark and the bidder shall be responsible against all claims, whatsoever, in this respect.

7.5 No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable.

## **8.0 Documents establishing services conformity to bid documents:**

8.1 The documentary evidence of the 'services and services' conformity to the Bid Documents may be in the form of literature, drawings, data etc and he shall furnish:

- a. Detailed description of the services with essential technical and performance characteristics;
- b. clause-by-clause compliance on MMTCs technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. A bid without clause-by-clause compliance of Technical specification and Commercial & General Conditions shall not be considered.

## **9.0 Period of validity of bids:**

11.1 The bidders shall hold valid their bids for 90 days from the date of bid opening. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension of the period validity of bid. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting its Bid Security. A bidder agreeing to the request shall not be permitted to modify its bid, but required to extend the validity correspondingly.

#### **10.0 Format, signing and marking of bids:**

10.1 The Bid shall be typed or printed and **all the pages numbered** consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The Technical and Financial bids submitted shall be sealed properly & separately with remarks “Technical Bid” and Financial Bid” as the case may be .**

#### **11.0 Submission of Bids:**

11.1 MMTC may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of MMTC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11.2 Bid submitted by FAX/mail will not be accepted.

#### **12.0 Clarification of Bid:**

12.1 To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained (Ref clause 6.0).**

#### **13.0 Contacting the MMTC:**

13.1 Subject to Clause 15.0 no bidder shall try to influence the MMTC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

**13.2 Any effort by a bidder to influence MMTC in it’s bid evaluation; bid comparison or contract award decisions shall result in the rejection of the bid.**

#### **14.0 Award of contract:**

MMTC shall consider placement of Work Orders on bidder whose offer have been found technically, commercially and financially acceptable and whose services have been validated. A formal agreement shall be entered in between MMTC and contractor:

#### **15.0 Acceptance of Bid:**

15.1 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for MMTC’s action.

15.2 A Technical Committee may be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the offers without assigning any reason thereof.

**16.0 Issue of work Order/Signing of contract:**

16.1 MMTC shall issue Work Order to contractor..

16.2 The contractor there upon shall within Seven(7) days of issue of the Work Order, enter into formal agreement as per Annexure – II.

16.3 Failure of the contractor to submit acceptance as per Clause 16.2, shall constitute sufficient ground for the annulment of the award in which event the MMTC may make the award to any other bidder at its discretion or call for new bids by floating fresh tender.

**17.0 Signing of the Non Disclosure agreement .**

The contractor shall be required to enter into a formal Non – Disclosure Agreement with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC (As per MMTC's Performa).

**18.0 Inspection of Site:**

MMTC shall have the right to inspect the infrastructure of the Bidder pursuant to Form A-1.

**19.0 Prices:**

19.1 Prices charged by the Bidder for services performed under the contract shall not be higher from the prices quoted by the Bidder in its Bid.

19.2 Price once fixed will remain valid for the period of contract

**20.0 Termination for Default:**

20.1 MMTC may, without prejudice to any other remedy for breach of contract, by written notice of default, send to the contractor, terminate the Contract in whole or in part due to -

- i. If the contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by MMTC :-
- ii. If the contractor fails to perform any other obligation(s) under the Contract; and
- iii. If the contractor, in either of the above circumstances, does not remedy failure within a period of 7 days (or such longer period as the MMTC may authorize in writing) after receipt of the default notice from the MMTC.

20.2. In the event the MMTC terminates the contract in whole or in part, pursuant to clause 22.0 MMTC may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the contractor shall be liable to MMTC for any excess cost for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

### **21.0 Contract Period**

21.1 This contract will be valid for the period of One (1) year from the date of execution of contract by the Architect.

21.2 This contract may be renewed with same terms and conditions, provided MMTC is satisfied with the services of contractor or on the terms & conditions mutually agreed by MMTC and contractor. The Architect shall not have any objection regarding the third party ie contractor appointed for renovation of office and flat by MMTC during the contract period.

### **22.0 Terms of Payment**

22.1 No advance payment in any case would be made.

22.2 The payment would be made against the invoice (in triplicate)

22.3 MMTC will make payment through e-payment mode only.. The payment would be made after deducting necessary taxes applicable, if any. Contractor shall provide required details as per E-Payment Performa (Annexure -I) of tender documents along with copies of cancelled cheque copy & PAN Card.

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

### **23.0 Indemnity:**

23.1 The Bidder shall at all times indemnify & keep indemnified MMTC against all claims those may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark etc. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Bidder/ contractor and the Bidder/ contractor shall at his own expense, either settle any such dispute or conduct itself any litigation that may arise, from third party there from.

### **24.0 Force Majeure**

24.1 The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

24.2 The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract

delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

## **25.0 Arbitration:**

Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue / seat of the Arbitration shall be Ahmedabad, Gujarat and the governing law shall be Indian Law.

## **26.0 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.

## **27.0 Fraud Prevention**

**27.1 Commitments of Bidder(s):** The 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 on MMTC’s website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any 6other 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) Contractor (s) buyers(s) vendor(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.

**27.2 Disqualification from tender process and exclusion from future contracts :** If the bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation of 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) to be awarded a contract either indefinitely or for a stated period of time.

**27.3 Damages:** The damages from contractor will be recovered from security deposit made by contractor. In case the amount of damage exceeds the security deposit. The Contractor shall pay the amount on demand, failing which MMTC shall be free to use available legal recourse to recover the same along with interest at prevalent rate of interest fixed by MMTC management, from time to time.

**28.0 HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this tender and in the event, the contractor 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 contractor ) in accordance with the policy in force.

**29.0 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.

**30.0 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.

**Supporting document(s) to be enclosed for above duly signed and stamped by the contractor.**

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**Technical Bid**  
**FORM A-1**

**BIDDER'S PARTICULARS**

1.	Name of the Company/Firm/Sole Proprietorship with documentary evidence :			
2.	Registered office Address			
3.	Office for correspondence: Contact person's name Designation Address Telephone No/s, Mobile No. Fax No/s E-mail ID			
4.	Financial for last 3 yrs  result : Profit after Tax	2016-17	2017-18	2018-19

Signature of the Bidder

NAME & DESIGNATION WITH SEAL of the Organization

**Technical bid**  
**FORM A-2**

**BIDDER'S EXPERIENCE**

1	Name & Address of the Client	
2	Type of Client (Government/Semi-Government etc.) Place (s) of Service (List of places/Venues where Service was provided)	
3	Period of Project	
4	Total Number of Manpower deployed	
5	Approximate value of Services (in Indian Rs.)	
6	Name, title & Address of the Client's person who can be contacted	

Signature of the Bidder

Name \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Company Seal

**Note: Separate sheet for each projects/Clients shall be enclosed**



**Technical Bid**

**FORM A-3**  
**Compliance Statement for Eligibility**  
**Criterion**

<b>S.No.</b>	<b><u>Description</u></b>	<b><u>Compliance</u></b> <b>(Y/N)</b>		<b><u>Documents attached, if</u></b> <b>any</b>
1	The bidder company/firm should be registered in India. The Architect should be registered with Council of Architect.			Please indicate bid page no. where document is attached
2	The bidder company/firm should have more than 5 years of experience in field.			- do-
3	The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. (Copy of Balance Sheet & P&L accounts for the last three years should be enclosed).			- do-
4	Bidder should have at least Three (3) Work(s) Order for the immediately preceding (3) three years 2016-2017, 2017-2018 2018-2019. Out of the three work orders , at least one work order & their completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU)/Nationalised Bank <b>Completion certificate from these organizations along with copies of the sanction work order letter may be attached.</b>		<b>Please write the name of organization. 1. 2. 3. &amp; so on.</b>	- do-
5	The bidder must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).			- do-
6	The contractor should have its own office(s) in Gujarat.			- do-
7	EMD amount of Rs. 5000/-(Rupees Five Thousand only) attached. Please specify details of instrument.			

Signature of the Bidder  
NAME & DESIGNATION WITH SEAL of the Organization

**Technical Bid**

**FORM A-4**

**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:

**SECTION – IV**

**(Financial Bid)**

**Commercials for as per Scope of work mentioned in Section II**

**To Be Printed On Company Letter Head**

PRICE BID AMOUNT IN (INR).

PARTICULARS	OFFICE	FLAT
Amount		
GST@		
TOTAL		

Signature of the Authorized Person with Company seal

Date

Place

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

Remark: - a) The cost should be exclusive of GST.  
b) MMTC would not provide any charges towards Boarding/Lodging/Traveling etc. cost. The same has to be borne by contractor.

**Evaluation criterion:** - The tender will be finalized on the basis of the total bid amount for the services offered and not the item-wise lowest rates by the bidders i.e.

**L1 Criteria = Total of rate quoted for Office + Total of rate quoted for Flat**



**AGREEMENT**

This agreement is made at Ahmedabad on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at 2, Nagindas Chambers, Usmanpura Ashram Road Ahmedabad 380014 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as “MMTC” (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executors) of ONE PART.

AND

M/s. \_\_\_\_\_ ( Proprietor/Company registered office at \_\_\_\_\_/Partnership firm) having address at \_\_\_\_\_ hereinafter referred to as “Contractor ” (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and executor) of OTHER PART.

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of entering into contract for Appointment of contract for scope of work mentioned in Tender **for its Ahmedabad office and Residential Flat in Ambavadi , Ahmedabad**

AND WHEREAS the said Contractor is **having experience in field of Architect** and has become successful in Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for work related to Scope of work mentioned in Section II mentioned in the tender and for number of units as mentioned in Financial Bid (Section – IV).

AND WHEREAS Contractor has offered rates in Financial Bid dated \_\_\_\_\_ which have been accepted by MMTC.

AND WHEREAS MMTC has issued a work Order No..... dated..... in favour of the aforesaid contractor

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor agrees to execute and fulfil as per Scope of Work mentioned under SECTION - II for number of items given in section – IV subject to clause no 6.2 of this contract of Tender no. MMTC/AHD/ADMIN/2019-20/1 DATED 24.09.2019

1. **Contract Period :**

- a The Contract will be valid for the period of One (1) years from the date of execution of contract by the Contractor.
- b. This contract may be renewed with same terms and conditions, provided MMTC is satisfied with the services of Contractor or on the terms & conditions mutually agreed to by MMTC and Contractor. The Contractor shall not have any objection regarding the third party hardware installation by MMTC during the contract period.
- c. The rate quoted by the contractor in price bid of tender no MMTC/AHD/ADMIN2019-20/01 DATED 24.09.2019 shall be remain valid through the period of contract.  
[Annexure Section - IV ]

- d. The Contractor shall submit bills in triplicate on quarterly basis upon completion of the quarter for the work executed as per this contract. MMTC will verify the work, process bill and payment shall be released through e-payment mode as per a/c details provided after deduction of statutory levies / tax, as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained in clause 6.0 of appearing here below.
- e. Interest free Performance Security Deposit of Rs. 5000/- (Rupees Five thousand only) deposited by the contractor as EMD shall be refunded only after satisfactory completion of contract period and after adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.
- f. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management of MMTC, the contractor shall be liable to change the same and in default whereof the contractor shall compensate to MMTC as per provisions in tender.

### 3. Terms of Payment

6.1 No advance payment in any case would be made **to contractor**.

**6.2** The number of equipments for AMC is liable to vary from time to time and payment will be made on pro-rata basis for the period equipment's/units has been under comprehensive AMC at the rate applicable for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC , contractor shall revise invoice as specified on quantity basis on completion of each quarter the number of equipment in contractor on pro-rata basis. Insurance of equipment's / units will be done by MMTC.

6.3 Rate finalised for withdrawn equipment shall be deducted from contract value. Similarly, rate quoted for latest version of similar equipment shall be taken for addition of new equipment and accordingly the rate contract value shall be adjusted.

6.4 The payment would be made against the invoice (in triplicate) mentioning the details of equipment that come in the maintenance.

6.5 MMTC will make payment through e-payment mode only. The payment would be made after deducting necessary taxes applicable, if any. Contractor has provided required details as per E-Payment Performa (Annexure – I) of tender documents along with copies of cancelled cheque & PAN Card that will be considered as contractor a/c details for making the payment to contractor.

**The above payment terms would be strictly followed.**

### 7 Indemnity:

The contractor shall at all times indemnify & keep indemnified MMTC against all claims those may be made in respect of the said work or for infringement of any rights protected by patent registration, design or trade mark etc. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Contractor and the Contractor shall at its own expense, either settle any such dispute or conduct itself any litigation that may arise, there from without any liability on MMTC.

## **8. Force Majeure**

8.1 The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

8.2 The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the contractor shall promptly notify MMTC advising the existence of such an event, not later than one week of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part. During such period neither parts shall have any claim against each other.

## **9 Arbitration:**

Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue / seat of the Arbitration shall be Ahmedabad, Gujarat and the governing law shall be Indian Law.

## **10 Merger & Acquisitions :**

In case of mergers and acquisitions of contractors / Company for 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.

## **11.0 Termination for Default:**

11.1 The MMTC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate the Contract in whole or in part.

- i. If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by MMTC ;
- ii. If the Contractor fails to perform any other obligation(s) under the Contract; and
- iii. If the Contractor in either of the above circumstances, does not remedy failure within a period of 7 days (or such longer period as the MMTC may authorize in writing) after receipt of the default notice from the MMTC.

11.2. In the event the MMTC terminates the contract in whole or in part, MMTC may proceed to get undelivered work done through another contractor, upon such terms and in such manner as it deems appropriate, and the Contractor shall be liable to MMTC for

any excess cost for such similar services. However, the Contractor shall continue performance of the contract to the extent not terminated.

11.3 Despite termination the contractor shall remain liable to MMTC for the acts , deeds performed during the contract period in force.

**12.0 LIABILITY :**

The contractor shall be liable for any loss or damage caused to equipment's / units serviceable under contract (Section –IV) due to negligence of contractor or service engineer or any personnel of the contractor during the contract period. The contractor shall make good of the said loss or damage caused to the equipment's / units serviceable under the contract immediately on demand failing which the amount will be recovered from its bills / security deposit without prejudice to MMTCs legal rights.

**13.0** Tender no. MMTC/AHD/ADMIN/2019-20/1 DATED 24.09.2019 shall form an integral part of this agreement for deciding rights and duties of the parties.

**14.0 Amendment / Modification:** Any modification / amendment to terms & conditions of the contract shall be in writing duly signed by authorized representative of both the parties.

IN WITNESS WHEREOF this agreement is executed at Gujarat,Ahmedabad on this.....day of.....2019.

For  
MMTC Limited, \_\_\_\_\_  
Name and designation of Signatory.

For  
M/s \_\_\_\_\_  
Name and designation of Signatory.

Witnesses :

1)  
Name, Sign & Address

2)  
Name, Sign & Address

2)  
Name, Sign & Address

2)  
Name, Sign & Address



**INTEGRITY PACT**

**Between MMTC Limited hereinafter, referred to as “MMTC”,**

**And**

**.....(bidder)**

**hereinafter referred to as “ Vendor/Bidder”**

**Preamble**

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities; WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us. In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

**MMTC Limited, Core-1,**

**SCOPE Complex,**

**7, Institutional Area,**

**Lodhi Road,**

**NEW DELHI – 110 003.**

**Email id : [bijoychat@gmail.com](mailto:bijoychat@gmail.com)**

**Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)**

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:

a) No employee of MMTC, personally or through family member(s), will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any B Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/eauction/e-sale/sale/purchase process or the contract execution.

c) MMTC will exclude from the process all known prejudiced persons. 2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/eauction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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 Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal 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 Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.

d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.

e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer(s)/vendor(s)/bidder(s) into question, MMTC is

entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.

c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor, liquidated damages equivalent to 5% of the Contract value or the amount equivalent to EMD whichever is higher.

3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

#### **Section 5 – Previous transgression**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

**Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)**

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)**

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

**Section 8 – Independent External Monitor(s)**

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word "IEM" would include both singular and plural.

**Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.
- Section 10 – Other provisions
1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
(For & on behalf of MMTC)  
(Office Seal) (Office Seal)  
Place : .....  
Date : .....

.....  
(For & on behalf of Buyer/Vendor/Bidder)

Witness 1 : .....  
Name :  
Address :

Witness 2 : .....  
Name :  
Address

Thanking you,

For and on behalf of  
MMTC LIMITED

Chief Manager (Admn)

**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement ("The Agreement") is signed on \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between..... having its offices at \_\_\_\_\_ (hereinafter referred to as "....." which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns)and **MMTC Limited** having its Regional office at at 2, Nagindas Chambers, Usmanpura Ashram Road Ahmedabad 380014 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 "MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

WHEREAS:

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

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

**1. DEFINITIONS:**

In this Agreement, unless the context otherwise requires,

- (a) The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless 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 Gujarat 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 Ahmedabad, Gujarat, 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

- 2 2 Nagindas Chambers,
- 3 Usmanpura, Ashram Road,
- 4 Ahmedabad 380014

(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
- 5 2 Nagindas Chambers,
- 6 Usmanpura, Ashram Road,
- 7 Ahmedabad 380014

- 2. Signed and delivered by:  
[INSERT NAME]

In the presence of the following witnesses:

- 1.
- 2.