



MMTC LIMITED

(A Govt. of India Enterprise)
Core-1, Scope Complex,
7 Institutional Area,
Lodi Road,
New Delhi-110 003

Request for Proposal (RFP)
for
“E-tendering & E-Auction facility on Application Usage Basis
by MMTC”



MMTC LIMITED

(A Govt. of India Enterprise)
Core-1, Scope Complex,
7 Institutional Area,
Lodi Road,
New Delhi-110 003

Eligibility, Functional, Technical and Operational Requirement

for

“E-tendering & E-Auction facility on Application Usage Basis by MMTC”

Tender number	E-tender no: MMTC/CO/e-Proc/2020-21/10797/1
Earnest money	Rs. 10,000/- (Rupees Ten Thousand Only) thru payment gateway in form of e-payment (NEFT/RTGS) in the MMTC bank account. In case of any problem while making payment bidders may contact SBI on the numbers given in the portal. MSME and startups who are exempted from depositing EMD have been exempted from depositing EMD. Any company seeking such exemption must submit the supporting document in proof of such exemption. Absence of document will attract rejection.
Pre-bid meeting	Due to covid-19, queries for clarifications on tender document shall be received through e-mail till 07.10.2021 (Thursday). The queries shall be mailed at bharat@mmtclimited.com & bagha@mmtclimited.com .

	In case of any clarification the same shall be answered through a published corrigendum on tender sites.
Bid submission	Latest By 1400 Hrs. on 18.10.2021 (Monday), online through https://mmtc.abcprocure.com . No bid will be accepted through any other mode.
Technical bid opening	1430 Hrs. on 18.10.2021 (Monday) thru online mode, at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003
Commercial Bid Opening	Date and Time & for Commercial Bid Opening will be intimated later thru e-mail to bidders who will qualify as per the Technical Criteria.

Note:

1. The person intends to attend the Technical bid opening should bring authorization letter for the same from the company along with id proof .
2. **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their bids and MMTC shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though MMTC may elect to modify/withdraw the tender.

2.0 Other Important information related to RFP

	Item	Description
1.	Bid Validity Period	Sixty (60) days from the date of Submission of bid.
2.	Implementation Period	Within Fifteen (15) days from the date of receipt of letter of award..
3.	Period for signing contract	Within Five (5) working days from the date of receipt of letter of award
4.	Period for submission of Performance Guarantee	Within thirty (30) days from the date of receipt of letter of award.
5.	Penalty for delay in implementation	Please refer penalty clause of RFP.

- 2.1 The bid EMD of all unsuccessful bidders would be returned by MMTC on completion of tender process. The bid EMD of successful bidder would be returned upon submission of the requisite Performance Bank Guarantee (PBG) in prescribed format (see **Annexure B9**).

Bids submitted without the prescribed bid EMD will be liable for rejection without providing any opportunity to the bidder concerned.

The tender document is available at MMTC's corporate website www.mmtclimited.com , NIC portal <https://eprocure.gov.in> and e-tendering portal <https://mmtc.abcpocure.com>

In view of Covid 19, all enquiries / clarifications / questions from the bidders, related to this RFP must be mailed at the following mailing addresses:

bharat@mmtclimited.com and bagha@mmtclimited.com – The queries shall be mailed by the due date as per the pre-bid information contained in RFP .

MMTC will try to provide an accurate and timely response to the questions. The changes if any would be made public by issuing a suitable corrigendum.

3.0 Help Desk for filing bids online:

For any technical issues pertaining to the e-Procurement portal, bidders are advised to get in touch with the helpdesk as per details below :

Vendor's Queries	Contact Numbers	e-Mail ID
Mr.Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
Technical Assistance: New Bidder registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 35022180	info@abcprocure.com sonu@abcprocure.com
	+91-(79)- 35022167	
	+91-(79)- 35022166	
Mr Dinesh Technical Assistance for e-tender and e-Auction Filling/submitting(HO) team	+919374519729 +919510812960 +919510812971 +919081000427 +919904406300	Dinesh.k@eptl.in support@abcprocure.com

- 3.1 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 wherein the details have been mentioned.
- 3.2 The bidders have to register on the e-portal to have a valid user id for accessing e-tendering /e-auction portal of MMTC. For guidelines and minimum requirements, bidders is advised to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement- V2.0.
- 3.3 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 whatever required so that they are able to address such situation and be able to participate in the e-Tender successfully. However, the bidders are requested not to wait until the last moment to quote their bids to avoid any such complex situations. It is to be noted that neither MMTC LIMITED nor MMTC LIMITED'S SERVICE PROVIDER shall be responsible for these unforeseen circumstances in any manner whatsoever.

Bidders shall be advised to print and save bid submission receipt on submission of bids.

- 3.4 MMTC reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidder, or to cancel the process in part or whole.

4.0 BACKGROUND OF MMTC

MMTC was established in 1963, and is today India's leading international trading company. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, and Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, gives MMTC a global market coverage.

5.0 PURPOSE/OBJECTIVE OF DOCUMENT

- 5.1 MMTC intends to have E-tendering & E-Auction (Forward and Reverse) facility on Application Usage Basis on a ready to use Electronic Procurement Platform.
- a. **CONTRACT DURATION.** The duration of contract shall be for a period of one (1) year from the date of award of contract. However, the same may be extended for a further period of two (2) years, if required, at the option of MMTC, on Year-on-Year basis on the same or mutually agreed terms and conditions of the contract subject to satisfactory performance by bidder.
 - b. Web portal would be Standardization Testing and Quality Certification (STQC) tested & certified adhering to “Guidelines for Compliance to Quality requirements of e-Procurement dated 31.08.2011 issued by STQC Directorate Department of Information Technology, Ministry of Communication and Information Technology, New Delhi”, issued from time to time. Over and above this, if any minor changes are required in the software, these will be within the ambit of the DeitY Guidelines, CVC Circulars, Finance Ministry Guidelines, any other Government of India regulatory requirements. Renewal of STQC Certification for the e-Procurement software, each year during the duration of the contract is mandatory.

6.0 Functional Coverage

The ready to use Software should be compatible with the “Guidelines for Compliance to Quality requirements of e-Procurement dated 31.08.2011 issued by STQC Directorate Department of Information Technology, Ministry of Communication and Information Technology, New Delhi” and any other guidelines specified from time to time. It should also be compliant with all relevant Government rules, laws, instructions, Acts including provisions of IT Act. If any minor changes are required in the software, these will be within the ambit of the DeitY Guidelines, CVC Circulars, Finance Ministry Guidelines, any other Government of India regulatory requirements. Renewal of STQC Certification for the e-Procurement software, each year during the duration of the contract.

Application to take care of all localized factors such as tax requirements including prevalent taxes like GST & duties, Customs etc. The E-Procurement application shall be accessible to all MMTC’s offices across all locations through internet gateway.

7.0 HELP DESK

- 7.1 The service provider shall provide support to officials and bidders thru **Online/Remote** help desk for creating/publishing tender and auction documents and registration and demonstration of bidding process among other activities.
- 7.2 The service provider will display the contact details of helpdesk executives with mobile number and e-mail ids on front page of their e-procurement portal with escalation matrix.

8.0 SCOPE OF WORK

8.1 The scope of the work includes

- 8.1.1 The supplier will impart training to MMTC's officials/bidders as per requirement.
- 8.1.2 The supplier shall be responsible to get STQC certification done for above e-Portal Setup. The same should be renewed for the contract period.
- 8.1.3 The system shall cover complete functionality from creating/publishing of e-tender/e-auction to placing of purchase order/LoI and publishing of results.
- 8.1.4 E-procurement life cycle consist of the following activity:
 - i. Centralized Registration of Vendors/ Contractors
 - ii. E-payment i.e. provision of Payment Gateway - for collecting revenue from Buyer/Bidder as per MMTC bank details.
 - iii. Tendering process must have provision for
 - a. Setting of tender policies
 - b. Designing of Responsive Electronic forms
 - c. Uploading, Downloading facility
 - iv. Cancel/Re-invite Tender
 - v. Prepare Tender document online
 - vi. Approve Tender online
 - vii. Create Bidding formats
 - viii. Uploading of Tenders
 - ix. Downloading of Tenders by prospective Vendors
 - x. Submit Bids Online
 - xi. Upload attachments to Tender
 - xii. On line Technical & Commercial Evaluation
 - xiii. Extension of bid validity period either prior to bid opening date (in case bid opening is delayed) or during bid evaluation phase.
 - xiv. Provision to display the errors/gaps with clear pointers to the fields having gaps/errors in the information provided by the Bidders
 - xv. Price Bid Opening
 - xvi. Awarding of contract
 - xvii. Auto sharing of results (As per CVC Guidelines)
 - xviii. Management Information System (MIS)
 - xix. Audit Trail
 - xx. E-Auction (Reverse / Forward) including ranking of bids and ensuring confidentiality of bidders.

xxi. Digital Certificate Signed for e-Auction event also need to be enabled if required for activities like Bidder's authentication, acceptance of terms and conditions, uploading of documents etc.

xxii. Approval / Rejection of contractors registration

8.2 Auction (Forward & Reverse) Functionality Requirements:
The Service Provider shall provide

8.2.1 The e-auction (Forward & Reverse) platform should have provision for online training of bidders.

8.2.5 The e-auction (Forward & Reverse) platform should have multiple types of available auction methodologies to handle all types of auctions.

8.2.6 The e-auction (Forward & Reverse) platform should have the following:

- a) Provision for bidding up to predefined decimal places
- b) Configurable auto closing/extension of auction after predefined time
- d) Auto refresh of vendors/customer screen at pre-set interval
- e) Support single as well as multiple lot auctions

8.3 MIS Reports Requirement

8.3.1 Provision to generate various MIS reports related to tenders, auction, evaluation, payment collection etc.

8.4 General compliance requirements of e-Procurement System

8.4.1 Address the requirements of GFR: For public procurement of goods, services, works (e.g. construction) compliance with GFR rules, processes, roles (purchasing officer, local purchasing committee etc.) are mandatory requirements. The system need to have defined workflow with adequate security measures.

8.4.2 E-Procurement Portal should have all security features so that any virus attack or hackers and vulnerabilities as mentioned in STQC to protect and secure the databases used by the proposed system, data in transit etc.

8.4.3 Address & comply vigilance guidelines: The system should meet the requirements of guidelines issued from time to time by Central Vigilance Commission. **It is advisable that all the system downloaded files be in read only mode**

8.4.4 The bid encryption methodology should be such that it should not be possible to decrypt the bids in connivance with any officer of the Buyer organization or the Service Provider organization. **It is advisable to have pass phrase system in opening of bids.**

8.4.5 The design shall ensure the data integrity controls Atomicity, Consistency, Isolation, and Durability. The database controls for online Transaction processing systems like Access to database directly, Access to database through application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures. **Integrity shall be ensured in maintaining a server clock synchronization and time stamping.**

8.4.6 Compliance with IT Act 2000

- i. (PKI-enabled application) Using PKI-based digital signatures, all important electronic records/ documents (viz., tender notices, corrigenda, tender documents etc.) in the e-procurement application should be digitally signed for authenticity, integrity and non-repudiation by the concerned users.
- ii. The application should support use of PKI-based digital signatures (Class 2 or Class-3) issued by all Certifying Authorities (CAs) licensed by the Controller of Certifying Authorities (CCA).
- iii. No new digital signing, or login (in case private key is used for such purpose in the offered e-tendering/ e-procurement system) should be allowed in the e-tendering/ e-procurement system with a key whose digital certificate has expired.
- iv. However, even with a digital certificate which has expired, it should be possible to decrypt any data (which was earlier encrypted using the public key when it was still valid), and similarly it should be possible to verify a digital signature with an expired key (if the signature was affixed earlier when the key was still valid).

8.5 ROLES AND RESPONSIBILITIES

The major roles and responsibilities are as given below :

Sl No	Roles	Responsibility
1	Auction EOI / Enquiry to be published in media other than e-auction platform.	MMTC LTD
2	Techno-commercial Scrutiny of bidder	MMTC LTD
3	Publishing / Mapping of auction in portal	Service Provider
4	Mock auction to bidders/MMTC officials	Service Provider
5	Sending contact details of techno-commercially approved Bidders to service Provider	MMTC LTD
6	Framing Business rule containing auction format and other details	Service Provider
7	Approval of Business Rule	MMTC LTD
8	Sending Business rule document to all the eligible Bidders	Service Provider
9	Collection of consent letter & compliance statement from eligible Bidders	Service Provider
8	Commercial query handling	MMTC LTD
9	Auction related technical query handling & Bidder Training	Service Provider
10	Making user id & Password available to Bidders	Service Provider
11	Assisting Bidders participate in dummy auction	Service Provider
12	Event Date & Time finalization	MMTC LTD & Service Provider
13	To provide Start Bid price/Estimate/minimum quantity/minimum incremental price & quantity for bidding	MMTC LTD
14	Conducting Auction & Providing Online/Remote Helpdesk service during auction	Service Provider
15	Auction report generation and submission (Detail and summary as required by MMTC immediately after completion of auction)	Service Provider
16	Price break up (if any) to be collected from the Winning bidder	Service Provider
17	Non-disclosure of identity of vendors/customers to MMTC and other participating vendors for maintaining sanctity of event	Service Provider
18	Multiple currency bidding, provision for bidding upto predefined decimal places , auto closing/extension of auction after predefined time, auto refresh of vendors/customer screen at preset interval , support single as well as multiple lot auctions , display of ranks/price only on the dashboard of vendors/customer , auto bid facility & bid trail,	Service Provider
19	In case of loss of connectivity of vendors/customer computer/laptop/mobile etc due to any reason , the bidders should support secure alternate to allow such vendors/customers to place the bid	Service Provider
20	Voice and video logging of auction event and submission to MMTC as when asked for	Service Provider
21	SMS broadcasting/E-Mailing to vendors/customers on auction notification , schedule , reschedule etc	Service Provider
22	Devise suitable auction strategy	Service Provider

9.0 Penalty for Delay

- 9.1.1 Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -
- (a) Invocation of its Performance Guarantee.
 - (b) Imposition of Penalty and/or
 - (c) Termination of the Contract for default.
- 9.1.2 Indemnity: - “The bidder irrevocably undertakes & agrees to indemnify and hold harmless purchaser in full, being unlimited with time against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from the said work for infringement of any rights protected by patent registration, design or trademark or incidental thereto. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against Purchaser, it shall notify to the Bidder and Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.”
- 9.1.3 Liquidated Damages: -The timely execution of contract is essence of the work order. In the event of service provider’s failure to deliver the services within the stipulated delivery period, the liquidated damages are payable by them @ Rs 2,000/- per week subject to a maximum of Rs 10,000/-.
- 9.1.4 Set Off -Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by MMTC and set off against any claim of MMTC.
- 9.1.5 Force Majeure: If any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of Gods and acts of Government (including but not restricted to prohibitions of exports and imports). Fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of be above circumstances and their duration.
- 9.1.6 Dispute Resolution:- Conciliation: At the outset parties shall endeavor to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers. This exercise may be conducted first.
- 9.1.7 Arbitration: a) In case conciliation proceedings do not fructify, arbitration shall be resorted. b) 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 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 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties. c) The venue of arbitration shall be Delhi. d) The language of the arbitration shall be English.

9.1.8 Exclusive Jurisdiction: The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

9.1.9 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.

9.1.10 Fraud Prevention Policy:-

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). 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.

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.

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.

The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

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.

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.

Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution 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.

9.1.11 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.

9.1.12 Confidentiality:- All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to

any third party, except with MMTC's written permission. In this regard vendor has to enter into Non-Disclosure Agreement with MMTC as per Annexure- C1 within 10 days of issuance of work order.

9.1.13 For any further clarification, the bidder may contact Mr. Bharat Bhargava, Chief Manager(Systems) email id bharat@mmtclimited.com or Mr. HK Bagha, AGM (Systems) at email id bagha@mmtclimited.com Tel Nos: 011- 2438 1453/1352.

9.1.14 This agreement shall be governed by Indian laws.



MMTC LIMITED

(A Govt. of India Enterprise)
Core-1, Scope Complex,
7 Institutional Area,
Lodi Road,
New Delhi-110 003

Commercial & Bidding Terms

for

**“E-tendering & E-Auction facility on Application Usage Basis by
MMTC”**

1.0 BID SUBMISSION

The e-tender shall be submitted in 2 parts.

1.) Technical bid 2.) Commercial bid

Failure to submit separate technical and commercial bids shall result in disqualification of the bid. Only 1 bid per bidder will be accepted.

Technical Proposal

- a. A printed covering letter, as per **Annexure B1**, on the bidding organization's letter head with all required information and authorized representative's initials shall be submitted along with the proposal. **The technical proposal must not contain any pricing information. Following technical eligibility criteria shall be applied to assess the eligibility of bids for this bidding process:**

S.No.	Criteria	Detail	Supporting document(s) required
1	Registered Legal Entity	Bidder should be registered in India as a partnership/proprietorship/Company under the Companies Act (2013), with registered office in India in existence for at least Three (3) years as on 31.03.2021	Document in support of Company/firm/proprietorship registration, copy of PAN and GST registration no.
2	Financial Stability	(a) Bidder should have an annual average turnover equal to or more than INR One (1) crore in the two financial years (2019-20, 2018-19).	Audited annual report/ balance sheet for financial years (2019-20, 2018-19).
3	Project Experience	a. Bidder should have successfully completed e-procurement implementation in application usages mode in India for at least three (3) organizations (Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India) during last three (3) years ending on 31.3.2021.	Documentary evidence signed and stamped by authorized signatory of the bidder.
		b. The software being given to MMTC should have been used for processing a total no. of at least 500 e-Tenders and 200 e-Auction during the last three (3) financial years ending on 31.3.2021.	Documentary evidence giving e-tender/e-auction count.(As per Annexure B3).
4	Certification	a. The e-procurement software proposed should be duly certified by STQC for full compliance with Deity's e-procurement Guidelines dated 31 st August 2011.	Copy of the active certificate(s) signed and stamped by the authorized signatory of the Bidder.
5	Conflict of Interest	Bidder should provide an undertaking that there will be no conflict of interest situation with OEM.	Declaration by authorized signatory of the Bidder in the provided format as per Annexure-B4 .
6	Blacklisting	The Bidder shall not be under a declaration of blacklisted for corrupt or breach of ethical conduct or fraudulent practices by any state or central government/ any other Government institutions in India for any reason as on tender closing date.	Declaration by authorized signatory of the Bidder in the provided format as per Annexure-B4 .

Bidders are required to submit their technical proposals with following documents/annexure:

- Technical proposal covering letter as per annexure B1.
- Bidder's profile as per annexure B2.
- Project undertaken during last three financial years as per annexure B3.
- Conflict of interest/blacklisting declaration as per annexure B4.
- Bidder's acceptance of terms and conditions of RFP declaration as per annexure B5.

All the documentary proof should be signed by Authorized signatory.

- Subcontracting / Outsourcing/Consortium
 - Subcontracting /outsourcing/consortium in any form is not permitted.

2.0 COMMERCIAL PROPOSAL

- a. A printed commercial proposal covering letter as per **Annexure B7**, on the bidders organization's letter head with all required information and authorized representative's initials shall be submitted along with the proposal.
- b. The commercial bid must be submitted in the format specified in **Annexure B8**.
- c. The cost should be exclusive of GST.
- d. Prices quoted in the Commercial Bid shall be firm. The Bidder should quote for the full parts of the services as specified in this RFP. Part bid for any services will not be accepted and liable to be rejected.

All proposals must be signed with the authorized bidder's name/ stamp, who is authorized to sign the contractual obligations. All obligations committed to by such signatories must be fulfilled.

- a. The proposals shall be valid for a period of **Sixty (60) days** from the last date of submission of bids. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed valid until the bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, MMTC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by email).

At any time prior to the deadline for submission of proposals, MMTC, for any reason, may modify the RFP by amendment notifying the same on MMTC's corporate website www.mmtclimited.com, NIC portal <http://eprocure.gov.in> and <https://mmtc.abceprocure.com> and such amendment shall be binding on the bidder. The bidder should visit these websites on regular basis for such notifications. MMTC, at its discretion, may extend the deadline for the submission of proposals.

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

8.0 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, MMTC will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

9.0 SIGNING OF CONTRACT

The bidder shall sign the contract with MMTC within Five (5) working days of the award or as decided by MMTC. MMTC reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid EMD.

The successful Bidder shall be required to sign a Non-Disclosure Agreement (**Annexure- C1**) with MMTC within ten (10) days of the signing of the Contract or within such extended period, as may be specified by MMTC.

10.0 PERFORMANCE BANK GUARANTEE(S)

- a) The successful bidder is required to submit an unconditional and irrevocable Performance Bank Guarantee (PBG) as per MMTC's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of notice of award of the contract. for an amount equivalent to 10% of the award value as per the L1 criteria for the due performance and fulfillment of the contract by the vendor. This will be issued by a Nationalized bank or scheduled commercial bank valid for contract period plus a claim period of 3 months. All expenses related to issuance and surrendering of the Performance Guarantee shall be borne by the bidder. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation. The PBG will be made in the format given at **Annexure B9** of this RFP.
- b) In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the Bidder, the performance bank guarantee shall be accordingly extended by the Bidder for the duration equivalent to the delays caused in the project.
- c) 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.
- d) In the event of the bidder being unable to service the contract for whatever reason, MMTC would invoke the PBG. Notwithstanding and without prejudice to any rights what so ever of MMTC under the contract in the matter, the proceeds of the PBG shall be payable to MMTC as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MMTC shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MMTC's decision in this respect will be final.

Terms of Payment: This is for the selected bidder who is awarded the contract

Payment shall be released on monthly basis by MMTC on successful completion of all the activities as per RFP and only after :-

- (a) Submission of performance guarantee in the form of Bank Guarantee as per Annexure – B9 and its confirmation/verification from the issuing/next higher authority of bank branch which issued the same.
- (b) Submission of renewed STQC certificate on renewal.
- (c) Submission of vendor e-payment form as per Annexure – B6.
- (d) Submission of Non-Disclosure Agreement as per Annexure- C1.
- (e) No interest whatsoever, shall be payable by MMTC to bidder in any case.
- (f) **MMTC does not guarantee any minimum work to bidder.**

ANNEXURE B1 –TECHNICAL PROPOSAL COVERING LETTER

[Date]

AGM (Systems),
MMTC Limited
Core-1, Scope Complex, 7 Institutional Area, Lodi Road,
New Delhi-110003

Dear Sir,

Sub : “E-tendering & E-Auction facility on Application Usage Basis by MMTC”

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for e-procurement Solution for MMTC LIMITED. To meet such requirements and to provide services as set out in the tender document, we attach hereto the Technical Proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan for offering electronic tendering services.

If our proposal is accepted, we will obtain one Performance Bank Guarantee(s) for an amount equivalent to 10% of order value as per the L1 criteria in the prescribed format and BG as per payment term, given in the tender document issued by a Nationalized bank or Scheduled commercial bank in India, acceptable to MMTC, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of **Sixty (60) days** from the last date of submission of bids and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MMTC.

We confirm that the information contained in this proposal or any part thereof, including its schedules and other documents and instruments delivered or to be delivered to MMTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MMTC as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

We are enclosing following annexures in our technical proposal:

- a. Company Profile as per Annexure B2.
- b. Project undertaken during last three financial years as per Annexure B3.
- c. Conflict of interest/blacklisting declaration as per Annexure B4.
- d. Bidder's acceptance of terms and conditions of RFP declaration as per Annexure B5

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this Day of <month><year>

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary/Director/Partner/Proprietor of...<company name>..., and that
.....<signatory name>..... who signed this Bid is authorized to bind ...<company name>... to the terms of the RFP
being responded through this Bid by authority of its board of directors.

(Signature of Company Secretary/Director/Partner/Proprietor)

Date

(Company Seal)

ANNEXURE B2 – BIDDER'S PROFILE

(To be submitted on the Letter head of the Bidder)

S.No	Item/ description	Details to be filled by Bidder
1	Company Name	
2	Date of Incorporation	
3	Full Address: Corporate Office	
4	Full Address: Delhi/ NCR office if any	
5	Name of the authorized signatory with designation Telephone Mobile Email	
6	GST IN number	
7	PAN	

Thanking you,

Date:

(Signature of authorized bidder)

(Name)

(Name and Address of Company)

Seal/Stamp

ANNEXURE B3 – PROJECT UNDERTAKEN DURING LAST THREE FINANCIAL YEARS

(To be submitted on the Letter head of the Bidder)

[Date]

AGM (Systems),
MMTC Limited
Core-1, Scope Complex, 7 Institutional Area, Lodi Road,
New Delhi-110003

Dear Sir,

Sub : “Projects undertaken in the last three financial years”

We <Bidder's Name>, hereby declare that our software has been used for processing a total number of 500 e-tenders and 200 e-auctions during the last 3 financial years as per details as mentioned below:

S.No	Name of Organization	Year (2018-19, 2019-20, 2020-21)	Number of E-Tendering events conducted	Number of e-auction events conducted
1				
2				
3				
4				
5				
....				
	TOTAL			

- ✓ Copies of certificate/credential details from clients giving e-tender/e-auction count duly certified by authorized signatory of the bidder are enclosed.

Thanking you,

Date:

(Authorized Signature)
(Name)

(Name and Address of Company)
Seal/Stamp of bidder

ANNEXURE B4 – CONFLICT OF INTEREST/ BLACKLISTING DECLARATION

(To be submitted on the Letter head of the Bidder)

[Date]

AGM (Systems),
MMTC Limited
Core-1, Scope Complex, 7 Institutional Area, Lodi Road,
New Delhi-110003

Dear Sir,

Sub: E-tendering & E-Auction facility on Application Usage Basis by MMTC
Conflict of Interest Declaration

We, the undersigned, hereby declare that

1. <Bidder name>, is not under a declaration of blacklisted for corrupt or breach of ethical conduct or fraudulent practices by any state or central government/ any other Government institutions in India for any reason as on tender closing date.
2. <Bidder name>, has no conflict of interest and there exist no potential Conflict Interest which can lead to breach of trust.
3. <Bidder name>, certifies that in the event of award of contract, that services will be carried out in an independent way with utmost care and regard to business ethics and without influence of any factors attributable or identifiable as conflict of interest.

Thanking you,

Date:

Authorized signatory of the
bidder

(Name and Address of Company)
Seal/Stamp

ANNEXURE B5 – ACCEPTANCE OF TERMS AND CONDITIONS OF RFP

(To be submitted on the Letter head of the Bidder)

[Date]

AGM (Systems),
MMTC Limited
Core-1, Scope Complex, 7 Institutional Area, Lodi Road,
New Delhi-110003

Dear Sir,

Dear Sir,

Sub: E-tendering & E-Auction facility on Application Usage Basis by MMTC
Acceptance of terms and conditions of RFP declaration.

We <bidder's organization>, hereby accept all terms and conditions of the RFP number dated

..

Thanking you,

Date:

(Signature of Authorized Bidder)
(Name)

(Name and Address of Company)
Seal/Stamp

f.

ANNEXURE B6–BANKING ACCOUNT DETAIL

(To be submitted on the Letter head of the Bidder)

E-tendering & E-Auction facility on Application Usage Basis by MMTC - Banking account Detail

Vendor Code (to be filled by MMTC) _____

The banking / Account Details are as furnished below: -

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

- | | |
|--|----------------------------------|
| 1. Bank Account No. | _____ |
| 2. RTGS/NEFT IFSC Code | _____ |
| 3. Bank Name | _____ |
| 4. Bank Branch Name | _____

_____ |
| 5. Branch Code | _____ |
| 6. Account Type
(Saving/Current) (SA/CA)
E-mail ID (If any) of | _____
_____ |
| 7. Vendor | _____ |

Thanking You,

(Vendor's Signature & Seal)

ANNEXURE B7 – COMMERCIAL PROPOSAL COVERING LETTER

(To be submitted on the Letter head of the Bidder)

[Date]

AGM (Systems),
MMTC Limited
Core-1, Scope Complex, Lodi Road, New Delhi-110003

Dear Sir,

Sub: RFP for : “E-tendering & E-Auction facility on Application Usage Basis by MMTC”

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Services as required and outlined in the RFP for E-Procurement Solution for MMTC Limited. To meet such requirements and to provide services as set out in the tender document, we attach hereto the Commercial proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing E-Procurement implementation Services in Design, Development, Implementation, Change Management and Operation & Maintenance of the E-Procurement System.

If our proposal is accepted, we will submit Performance Bank Guarantee of an amount equivalent to 10% (ten percent) of order value as per L1 criteria, in the prescribed format, given in the tender document issued by a Nationalized Bank or Scheduled commercial bank of India, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and it shall remain binding upon us with full force and virtue.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MMTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MMTC as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this Day of <month><year>

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary/Director/Partner/Proprietor of...<company name>..., and that
.....<signatory name>..... who signed this Bid is authorized to bind ...<company name>... to the terms of the RFP
being responded through this Bid by authority of its board of directors.

(Signature of Company Secretary/Director/Partner/.Proprietor)

Date

(Company Seal)

ANNEXURE B8 – COMMERCIAL BID

(To be submitted on the Letter head of the Bidder)

Commercial Bid Format

Sub : RFP for : **“E-tendering & E-Auction facility on Application Usage Basis by MMTC”**

MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on application usages. During the last financial year the number of tenders and auctions floated by MMTC are as below:

Financial year	No of tenders	No of auction
2020-21	61	55

Since the business is dynamic and last 2 years have seen lot of upheaval due to pandemic, MMTC has tried to be as realistic as possible while giving number of tenders and auctions for L1 evaluation criteria.

1.0 Tariff for MMTC's e-tenders & e-auctions

S.No.	Description	Price/unit (in Rs.)	
		(Numeric)	(In words)
1.1	MMTC's e-tender	A1 (to be quoted)	A1 (to be quoted)
1.2	MMTC's e-auction	A2 (to be quoted)	A2 (to be quoted)

3.0 L1 Evaluation Criterion:

Total Bid Cost = (A1*60) + (A2*50)

4.0 Terms & Conditions for commercial bid:

- 4.1 Price/Tariff is exclusive of GST which shall be as per actual.
- 4.2 Bidder having lowest total bid cost will be declared as L1.
- 4.3 The quote should be strictly in the above-mentioned price format. No additional Information/Cost should be given by bidder. **No other charges shall be paid to service provider apart from per tender/auction cost. All the cost shall be factored in tender/auction tariff.**
- 4.4 **MMTC does not guarantee any minimum estimated work to bidder.**
- 4.5 The rates quoted by the bidder in commercial Bid in numeric and words shall be accurately filled in so that there is no discrepancy in rates written in numeric and words.
- 4.6 The rates quoted in words shall be taken as final in case of any discrepancy.

Thanking you,

Date:

(Signature of Authorized Bidder)
(Name)

(Name and Address of Company)
Seal/Stamp

ANNEXURE B9 – PERFORMANCE BANK GUARANTEE (PBG)

Dated: 13 Sep 2021

Sub : RFP for : “E-tendering & E-Auction facility on Application Usage Basis by MMTC”

APPENDIX ‘A’

PERFORMANCE BANK GUARANTEE

BANK Guarantee No. Dated_____

MMTC Limited

1. WHEREAS, MMTC Limited having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi 110 003 India and one of its office at _____ (hereinafter called the MMTC) have entered into Contract No. _____ Dated _____ (hereinafter called the CONTRACT) for _____ with M/s (Name) _____ address _____ (hereinafter called the ‘XX’).
2. AND WHEREAS the ‘XX’ under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____.
3. AND WHEREAS at the request of the ‘XX’, we, _____ Bank _____ (address) hereby irrevocably and unconditionally guarantee and undertake to payment to the said MMTC, immediately on demand upto and not exceeding the sum of Rs. _____ payable by the ‘CC’ in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the ‘XX’ has failed to perform all or any of its obligations under the CONTRACT shall be conclusive and binding on us.
4. We, _____ Bank undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the ‘XX’ notwithstanding any dispute raised by ‘XX’ in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to me MMTC across the Counter of the Bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until _____ (Date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).

7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. The guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said 'XX' from time to time or to postpone for any time or from time to time any of the powers exercisable by MMTC against the said 'XX' and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. ____ only by MMTC.
11. We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2021.

Yours faithfully
For and on behalf of
_____ Bank
(Address)

(Banker's Seal)



Annexure C1 – NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("The Agreement") is signed at venue _____ on this _____ 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) on one part and **MMTC LTD.** having its office at _____ ("MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns) on the other part.

WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing IT services.
- B. MMTC, the premier trade promotion agency of the Ministry of Commerce & Industry, Government of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce.
- C. MMTC, pursuant to its tender dated _____, declared [INSERT NAME] as successful Bidder for its appointment as e-Procurement Service provider. Pursuant to appointment of [INSERT NAME] as e-Procurement Service provider, 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 security of IT infrastructure of MMTC is critical and the IT architecture/environment/reports needs to be analyzed and reviewed to ensure that MMTC's IT infrastructure remains secured to the best possible extent. 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 MMTC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.
- (b) "Contract" means the Contract for providing e-Procurement Service provider 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 e-Procurement Service provider.
- (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] shall 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 shall 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] shall 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 MMTC 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 its 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; and

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 authorized 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 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 and [PLEASE INSERT THE NAME] shall have the authority to bind MMTC without the separate prior written agreement thereof.

8 No Grant of Property Rights

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

9 General Provisions

(a) MMTC has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.

(b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

10. TERM AND TERMINATION

(a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract and for a further period of five years thereafter.

(b) Notwithstanding clause 10 (a) above, MMTC may terminate this Agreement by giving a 30 days prior written notice to the other Party.

11. CONSEQUENCES OF TERMINATION

(a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and

(b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12. GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

13. 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 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 & Conciliation Act-1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be Delhi.

14. Jurisdiction

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

15.0 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.

16.0 DISPUTE RESOLUTION

In case, a dispute is referred to arbitration, the arbitration proceedings shall be carried under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

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 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 & Conciliation Act-1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be Delhi.

Arbitration proceedings shall be held in Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award.

17.0 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.

18. NOTICES

Any notice 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 (Name and Designation of official)

Address _____

(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

2. Signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

