



Invitation to Bids No:
MMTC/HRD/PCMM-2/2018

Tender Document for engaging a Transition Partner for ASSESSMENT OF A LEVEL OR IN LINE WITH PEOPLE CAPABILITY MATURITY MODEL (PCMM) OR ITS EQUIVALENT IN A CPSE, and appraisal to Board enabling a decision to go for upgradation in level in MMTC.

MMTC Limited

Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003

Phone No. 011-24362200

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SECTION-1

MMTC LIMITED

INVITATION TO BIDS (ITB)

To

Date: 31st July, 2018

Dear Sirs,

SUB: Tender Document for engaging a Transition Partner for ASSESSMENT OF A LEVEL OR IN LINE WITH PEOPLE CAPABILITY MATURITY MODEL (PCMM) OR ITS EQUIVALENT IN A CPSE, and appraisal to MMTC Board enabling a decision to go for upgradation in level in MMTC.

MMTC Ltd. invites sealed bids for subject consultancy, in two bid system from the reputed Consultants meeting the Pre-qualification Criteria given in this document.

- (i) Earnest Money Deposit (EMD) : Applicable Rs.50,000/-
(Rs. Fifty Thousand only)
- (ii) Due date and time for submission of bids : upto 20th August, 2018 (3.00 PM)
- (iii) Date and time for opening of Technical : 21st August'2018 at 3.00 PM
Un-priced Commercial bids

Address for submission of bids:

Director (Personnel)
MMTC Limited, Core-1, SCOPE Complex
7, Institutional Area, Lodi Road, New Delhi – 110003.

Venue for Opening of Technical un-Priced Bids:

MMTC Limited, Core-1, SCOPE Complex
7, Institutional Area, Lodi Road, New Delhi – 110003.

The technical and un-priced commercial bids will be opened by MMTC Ltd. in the presence of bidders' representatives, who choose to remain present.

The bid will be submitted in three parts as follows:

The Bid submitted shall contain three parts. **The Bidders shall submit the offer in three inner envelopes as indicated below which shall be sealed in one outer Envelope.** All the envelopes shall be super-scribed with the Invitation to Bid number (ITB no.) and the bid submission closing date and time. In addition to the information required above, the inner and outer envelopes shall also indicate the name and address of the Bidder:

First Envelope - Earnest Money Deposit in favour of MMTC Limited for the value stated above to be paid by Demand Draft (DD). DD should be drawn in favour of 'MMTC Limited' payable at New Delhi. This envelope has to be marked on the outer side as First Envelope – EMD.

Second Envelope - One original + **one copy** of the technical bid and un-priced commercial bid. Technical bid shall give all the details as required by the tender. Un-priced commercial bid shall be replica of Priced bid with **Prices blanked off.** This envelope has to be marked on the outer side as Second Envelope –Technical bid and unpriced commercial bid.

Third Envelope - One original + **one copy** of the price bid. Price bid should not have any Commercial and/or Technical stipulation in addition to what is already given in Technical and Un-priced commercial bid. This envelope has to be marked on the outer side as Third Envelope –Price bid.

Bids complete in all respects should reach the office of **Director (Personnel), MMTC Ltd., Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi - 110003 on or before the due date & time.**

Bids received after the due date and time shall not be considered. Bids should be valid for sixty days from the bid opening date. Bids received through Fax/E-mail will not be accepted.

The Bidder shall bear all the costs associated with the preparation and submission of the Bid and MMTC Ltd. will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding Process.

MMTC Ltd. reserves the right to accept or reject any or all the bids received at its absolute discretion without assigning any reason whatsoever.

**Yours faithfully,
For MMTC LTD**

Addl. General Manager(P)

SECTION-2

PRE-QUALIFICATION CRITERIA

The bidder should be a Software Engineering Institute (SEI), authorised Transition Partner and should have successfully executed in the last five years, projects of end to end Process Consulting (definition and implementation), Training and Appraisal services for rollout of People Capability Maturity Model (PCMM) Maturity Level 2 / Level 3 framework and completed PCMM SCAMPI-A appraisals successfully in at least two organizations in India with employee size over 500 employees.

Copies of Work Orders are required to be enclosed for each of the project implemented by the bidder.

The Consultant's representatives under taking the MMTc Ltd. project i.e. the internal SEI Authorized Introduction to People CMM Trainer and SEI Authorised People CMM Lead Appraisers should have a minimum experience of 5 years to provide effective solutions. The other consultants deployed should have over 10 years of consultancy experience and with minimum 5 years of experience of end to end rollout of PCMM and should have successfully executed two PCMM level 2/3 projects in the last five years.

Annual turnover should exceed Rs.10 (Ten) Lakhs every year in past three years.

Party should have PAN and GST Number.

Party should be able to furnish latest Income Tax return submission copy.

The Bidder shall furnish the following documentary evidence along with the bid in support of meeting the pre-qualification criteria:

- i) Profile of the organization
- ii) Copy of PAN
- iii) Copy of registration of ESIC
- iv) Copy of registration of EPFO
- v) Copy of registration of Labor Laws
- vi) Copy of IT return filed for the last 3 financial years
- vii) Copy of Service Tax registration certificate
- viii) Copies of GST, CGST/SGST registration documents
- ix) Copy of certificate of incorporation of the firm/partnership deed
- x) Certificate issued by client(s) (showing reference no. of work order/agreement), name and contact details like telephone nos, e-mail address of the client's representative for whom the job referenced for meeting pre-qualification criteria.
- xi) Curriculum Vitae (CV) of Consultant's Representative mentioning details of the implementation of PCMM Level 2/Level 3 (indicating name of the Client(s), Period of Project, Location, brief description of the Project, etc.) handled for job referenced for meeting pre-qualification criteria. The documents evidencing that the above named professionals have executed implementation of PCMM - Level 2 / Level 3.
- xii) Declaration that the Bidder has not been blacklisted or put on Holiday by any Govt. organization, Public Sector Undertaking in past three years as per **Annexure B**.
- xiii) The bidder should have proper established office with qualified staff preferably with a branch in Delhi/NCR.
- xiv) Latest (i.e. from 01/04/2018 onwards) Bank Solvency certificate of Nationalized / Scheduled Bank for minimum value of Rs.10.00 lakhs or certificate from their bankers regarding the type of accounts and nature of past operation of their bank accounts.

The above documents shall be duly stamped with the Company's seal and signed i.e. self attested.

SECTION-3

DEFINITIONS AND INTERPRETATIONS

- i In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- ii **MMTC Ltd./ OWNER / COMPANY** shall mean and include the MMTC Limited, a company incorporated under the companies act, 1956 and having its registered Office “Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003”, their successors and assignees or agents.
- iii **TRANSITION PARTNER/CONSULTANT** shall mean the successful bidder who is awarded the letter of intent/work order.
- iv **MMTC Ltd's REPRESENTATIVE** means the person appointed or authorized by MMTC Ltd. for execution of the contract.
- v **CONSULTANT's REPRESENTATIVE/LEAD APPRAISER** means the person(s) appointed by consultant for execution of the Contract.
- vi **CONTRACT** shall mean this tender document along with Letter of Intent (LOI) and the work-order and all attached exhibits and document referred therein and all terms and conditions thereof together with any subsequent modifications thereto.
- vii **CONTRACT PRICE** shall mean the lump-sum price quoted by the Bidder which is inclusive of all taxes and duties but exclusive of service tax.
- viii **SERVICES** mean the duties to be performed and the services to be rendered by the successful bidder /Consultant according to the terms and conditions of the Contract.
- ix **INVITATION TO BIDS** shall mean and include the present document entitled invitation to bid (ITB) for the above job as described in the scope of work and such other supplements and addenda which may be issued in connection with the present tender.
- x **TENDER** shall mean the offer received for the execution of the work in response to the INVITATION TO BIDS.
- xi **TENDERER** shall mean the person, firm or corporation submitting a TENDER against the INVITATION TO **BIDS** and shall include his legal representatives.
- xii **PCMM** means Peoples Capability Maturity Model
- xiii **SCAMPI** – Standard CMMI Appraisal Method for Process Improvement

SECTION-4

INSTRUCTIONS TO BIDDERS

a) **Cost of bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid, and MMTC Ltd., will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

b) **Bid document**

The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The terms of Invitation to Bids (ITB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender documents in every respect will be at bidder's risk and may result in the rejection of its bid. Bidder must return the Bid abstract sheet (as per **Annexure - D**), duly filled in, along with Tender documents.

c) **Amendment of Tender**

- i) At any time prior to the bid due date, MMTC Ltd. may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document.
- ii) The amendment will be hosted on MMTC Ltd. website, Central Procurement Website and Government (NIC) website and will be binding on the bidders. In their own interest, bidders are advised to refer to MMTC Ltd. web-site regularly.
- iii) In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, MMTC Ltd. may, at its discretion, extend the bid due date.

d) **Language of bid**

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and MMTC Ltd. shall be written in English language.

e) **Documents comprising the bids**

The details submitted, shall include but not be limited to the following:

- i. Bidder's Profile
- ii. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
- iii. Bid Form as per Format **Annexure-A**
- iv. Details of Bidder's infrastructure in India
- v. Agreed Terms & Conditions as per **Annexure-D**
- vi. Details of the work-experience and other documents to demonstrate that the bidder meets pre-qualification criteria.
- vii. Stamped and signed copy of Tender along with its addendum/corrigendum, if any.
- viii. Declaration that Bidder has not been under liquidation/bankruptcy as per format in **Annexure-B**.
- ix. Any other document as may be required to substantiate the suitability of Bidder for

the job.

- x. Any other information/details required as per the Tender document.
- xi. Bank details for electronic payment as per **Annexure-F**

f) Bid price

- i) The bidder shall quote the price as per the format given in this Tender document.
- ii) Prices quoted should be inclusive of fees towards complete scope of work, all taxes, including GST (SGST/CGST as applicable), duties, levies, license fees and also payment towards any third party charges towards surveys etc. but excluding Service Tax. However, applicable rate of Service tax must be indicated separately. Rate of GST if applicable may also be separately indicated in the foot note.
- iii) Conditional discount, if offered, shall not be considered for evaluation.
- iv) The cost of any other item/services, which are considered necessary for completing the job, is deemed to have been included in the lump-sum price.

g) Fixed price

- i) Prices quoted by the bidder shall be firm and fixed during the performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- ii) Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. MMTC Ltd. shall deduct Indian income tax applicable from the payments due to the bidder under the contract and issue the certificate towards the tax deducted at source.
- iii) Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to sites/regional offices of MMTC, site visits by bidder's personnel, incidental expenses etc. required to fulfill the Scope of Work specified in the Tender document.

h) Bid Currency

Bidders shall submit the bid only in Indian Rupees.

i) Period of Validity of bids

- i) Bids shall be kept valid for sixty(60) days from the final bid due date.
- ii) The bidder shall not be entitled during the said period of sixty (60) days, to revoke or cancel its Bid.
- iii) MMTC Ltd. may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses shall be made in writing by e-mail.

j) Format and signing of bid

- i) The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- ii) The original and all copies of the bid shall be typed or written in indelible ink and

shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid shall be initialed by the authorized person or persons signing the bid.

- iii) The complete bid shall be without alterations, interlineations or erasures.
- iv) Corrections, if any, shall be initialed by the person or persons signing the bid.

k) Preparation and submission of bids

- i) Bidder can download the Tender Document from MMTC Ltd. website, central public procurement website or Government (NIC) website. One set of Tender document, shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Tender shall be submitted along with the bid by the Bidders.
- ii) Addenda/Corrigenda to this Tender, if issued, must be signed and submitted along with the Tender.
- iii) Bidders are advised to submit quotations strictly based on the terms & conditions and specifications contained in the Tender. Deviations, if any, should be clearly indicated in the deviation sheet strictly as per the format given in **Annexure-C**.
- iv) Each bidder shall submit only one bid (Original and copy of the bid). A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

l) Earnest Money Deposit (EMD)

Earnest Money Deposit shall be in favor of MMTC Limited. It must be given in the form of a demand draft drawn in favor of 'MMTC Limited' and payable at New Delhi.

The Earnest Money Deposit shall be forfeited by MMTC Ltd. in the following events:

- i) If the Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- ii) If Bid is varied or modified in a manner not acceptable to MMTC Ltd. during the validity period or any extension of the validity duly agreed by the Bidder.
- iii) The EMD of unsuccessful applicants will be refunded without interest within a period of 60 days of award of work order on shortlisted bidder. The EMD of the selected Transition Partner will be refunded without interest post receipt of the performance security at the time of execution of the contract.

m) Sealing and marking of bids

The inner and outer envelopes shall be addressed to MMTC Ltd. as follows:

**Director(Personnel)
MMTC Limited
Core-1, SCOPE Complex
7, Institutional Area, Lodhi Road
New Delhi – 110003.**

If the outer envelope is not sealed and not marked as defined in Section- 1, MMTC Ltd. will assume no responsibility for the Bid's misplacement or premature opening.

n) Due date for bid submission

- i) Bids must be received at the address specified as per terms mentioned in this Invitation to Bids(ITB) not later than the date and time specified in the Tender document.
- ii) MMTC Ltd. may, at its discretion, may extend the bid due date. Such notifications shall be hosted only on MMTC's official web site www.mmtclimited.com, central public procurement website or Government (NIC) website and shall not be advertised in the newspapers. Bidders in their own interest are advised to refer to MMTC web site regularly. In such case all rights and obligations of MMTC Ltd. and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

o) Delayed bids, Late Bids

- i) Bids received after the prescribed deadline for submission but before the prescribed time for opening of tender will be treated as delayed bid. Delayed bid will be considered only after obtaining approval from the competent authority. Even after carrying out all the reasonable efforts to obtain minimum 3 no. of bids, if less number of bids are received, upon approval of the Competent Authority, decision will be taken whether to open the bid(s) or not.
- ii) Any bid received by MMTC Ltd. after the bid due date and time prescribed in Request For Quotation shall be rejected.
- iii) Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

p) Opening of bids

The technical and un-priced commercial bids will be opened by MMTC Ltd. at their office on due date and time in the presence of bidder's representatives, who choose to remain present, on the date, time and venue as mentioned in the ITB. The bidder's representatives, who are present, shall sign a register evidencing their attendance.

q) Evaluation of bids

- i) MMTC Ltd. will examine the bids to determine whether they are complete and whether the bids are generally in order. The bidder should meet the pre-qualification criteria.
- ii) MMTC may, at its discretion, ask the bidders for a clarification of its bid. The request for such clarification and the response shall be in writing by e-mail.
- iii) All responses to request for clarifications shall be in writing by e-mail.
- iv) Bids which are incomplete and which are not in line with the terms and conditions of tender documents are liable to be rejected.
- v) Conditional Bids may be liable to be rejected.

r) Opening of priced bids

Bidders who are meeting the pre-qualification criterion and whose technical and un-priced commercial bids are in line with terms and conditions of the Tender shall be informed about the priced bid opening date, time & Venue and the priced bids shall be opened in presence of those bidders who choose to remain present.

s) Discrepancy in the priced bid

- i) If there is any discrepancy in the price bid like if the price bid is not as per the format given in the tender document then such bids are liable to be rejected.
- ii) Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.

t) Award Criteria

MMTC will award the contract to the pre-qualified successful Bidder whose Bid is in line with terms and conditions of the tender and determined to be the lowest on the basis of evaluated price.

u) Right to accept any bid and to reject any or all bids

MMTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for MMTC's action.

v) Notification of Award

MMTC Ltd. will notify the successful bidder by issuing Letter Of Intent (LOI). Work-Order will be issued subsequently. Completion Period shall be counted from the date of LOI.

w) Acceptance of order

LOI and work-order shall be returned duly stamped and signed as a token of acceptance.

x) Income tax liability

The bidder will have to bear income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

y) Submission of forged documents

- i) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids, forfeiture of Earnest Money Deposit.
- ii) In case, the information / document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, MMTC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to MMTC under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- iii) In case this issue of submission of false document comes to the notice after execution of work, MMTC shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of Security Deposit furnished by the vendor/contractor.
- iv) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of MMTC debarring them from future business with MMTC.

z) Performance of duties and services by consultant

- i) Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of the obligations of work to be completed under this contract.
- ii) Consultant shall in all professional matters act as a faithful advisor to MMTC and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services/industry standard for which it is engaged.
- iii) Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- iv) The consultant has to provide project handholding on need base and on dates advised by MMTC. Timely completion of the delivery is the essence of the contract. Hence, the successful bidder must deliver the outcome in time.
- v) Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without approval of MMTC.

aa) Consultant's representative

- i) Consultant shall nominate the Representative whose CV is submitted against pre-qualification criteria who will be responsible for executing this contract and shall be the contact person between MMTC and Consultant for the performance of the Contract till successful completion. This nomination shall be done within five (5) days after the coming into force of the Contract. In extreme case, Consultant's Representative can be replaced with MMTC's consent after getting approved his CV from MMTC.
- ii) MMTC shall be at liberty to object to any nomination and can advise Consultant to remove their representative in case of violation of terms and conditions of NIT / Contract. Consultant shall replace immediately such person by competent substitute at no extra cost to MMTC.
- iii) Consultant's Representative shall be entitled through a written delegation of authority to act on behalf of Consultant with respect to any decisions to be made under the Contract.

bb) Payment and Completion Terms

- i) MMTC shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.
- ii) Consultant will invoice MMTC according to the terms and conditions provided in the tender. Payment shall be released within 30-days of receipt of proper invoice subject to satisfactory completion of the defined mile-stone.

cc) Priority of works

MMTC reserves the right to fix up priorities which will be conveyed by MMTC and the Consultant shall plan and execute work accordingly.

dd) **Firm price**

The prices quoted by the Consultant should be firm and not subject to any price escalation during the period of contract.

ee) **Insurance of the Consultant's personnel:**

Insurance of the Consultant's personnel shall be the responsibility of the Consultant.

ff) **Compliance with Statutory laws**

The Consultant shall ensure due compliance with all applicable and governing industrial laws, rules and regulations and bylaws both of the Central and State Governments and all other local authorities and shall keep the Owner harmless and indemnified in respect thereof.

The consultant shall abide by all safety regulations, as required statutorily and also as per procedures and instructions from MMTC issued from time to time for safe work at the Site.

gg) **Performance Guarantee**

Consultant shall submit to MMTC an unconditional, irrevocable and within 15 days of issue of LOI, Performance bank guarantee from any first class nationalized listed bank.

The value of the bank guarantee towards security deposit for the due performance of the Contract shall be 10% of the successful bid value.

The Performance Guarantee shall be valid for a period of (contractual delivery period + 6 months). The format of bank guarantee is at **Annexure-E**. All expenses incurred in obtaining of such guarantee shall be borne by the Consultant.

In case of extension of completion period, Consultant shall be required to extend the Bank Guarantee for period of 6 months as per contractual requirements.

hh) **Confidentiality**

Consultant further undertakes to limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ii) **Taxes and duties**

i) Consultant shall pay any and all taxes including duties, levies GST (SGST/CGST) etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes including GST wherever applicable and duties.

ii) MMTC shall deduct Income tax at source at applicable rates and issue the certificate for the tax deducted at source.

jj) **Resolution of disputes and arbitration**

- i) MMTC Ltd. and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

All disputes, controversies, or claims between the parties (except in matters where the decision of MMTC is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

- ii) MMTC shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.
- iii) In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and MMTC shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the MMTC on the appointment of Sole Arbitrator shall be final and binding on the parties.
- iv) The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by MMTC and the Consultant. The arbitration proceeding shall be in English language and the venue shall be New Delhi.

kk) **Duration of Contract**

Duration of the execution of service delivery by Transition partner under this contract shall be **THREE months or 30th November '2018 whichever is earlier** from placement of Work Order/letter of intent.

ll) **Suspension of services**

- i) MMTC may suspend in whole or in part - the performance of services of Consultants any time upon giving fifteen (15) days notice.
- ii) Upon notice of suspension, Consultant shall suspend the services immediately.
- iii) Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the maximum total reimbursement shall be restricted to contract price. MMTC's decision shall be final in this matter.

mm) **Mutually Agreed Damages (MAD)**

- i) In case Consultant fails to complete the services within stipulated period solely due to the reasons attributable to the Consultant as defined in clause (kk) of Section-4 hereinafter, Mutually Agreed Damages shall be levied @ 1% of the Contract price for each week of delay subject to maximum of 10 % of contract price.
- ii) MMTC may without prejudice to any methods of recovery, deduct the amount of such MAD from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the security deposit. Both Consultant and MMTC agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which

MMTC would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MMTC in the matter of applicability of Mutually Agreed Damages shall be final and binding.

nn) **Assignment**

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party.

oo) **Industrial and intellectual property**

- i) In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MMTC harmless and indemnify MMTC from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks, names or other protected rights.
- ii) All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to MMTC will be property of MMTC.
- iii) Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by MMTC for carrying out of any services with any third parties.
- iv) Consultant shall not without the prior written consent of MMTC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

pp) **Liabilities**

- i) Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- ii) The amount of liability will be limited to 10% of the contract value.

qq) **Termination of contract**

i) **Termination for Default**

MMTC reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of Contract, by giving one month notice if Consultant fails to perform any obligation(s) under the Contract and if Consultant, does not cure his failure within a period of 15 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

ii) **Termination for insolvency**

MMTC may at any time terminate the Contract by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.

iii) **Termination for convenience**

MMTC may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by MMTC till the date upon which such termination becomes effective.

rr) **Modification**

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.

ss) **Force Majeure**

Shall mean and be limited to the following:

- i) War/hostilities
- ii) Riot or Civil commotion
- iii) Earthquake, flood, tempest, lightening or other natural physical disaster.
- iv) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

Transition Partner/Consultant shall advise MMTC by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, MMTC reserves the right to cancel the Contract and the provisions governing termination stated under clause (qq) in Section-4 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither MMTC nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

In the event of any force majeure cause, Consultant or MMTC shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

tt) **Rectification period**

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without MMTC's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by MMTC) are guaranteed to be of the best quality of their respective kinds.

uu) **Legal matters**

Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Courts of Law situated at Delhi.

vv) **Notices**

Any notice given by one party to the other pursuant to the Contract shall be sent in the form of mail followed by official letter.

ww) Payment to Transition Partner

The Transition partner will be paid at the accepted rates on successful completion of work subject to the terms and conditions of the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the Transition partner and MMTC will not be responsible for the same.

(i) Terms and Conditions of Payment

- a) 10% of Advance payment (provisional) of contractual value will be paid by MMTC on production of invoice after receipt of Performance guarantee.
- b) Balance 90% payment shall be made after the completion of work in all respects in terms of Contract and to the satisfaction of MMTC and after conditions listed have been met
- c) Accordingly the agency has to submit invoice(s) to MMTC specifying the amount due, duration along with all documents pertaining to the deliverables achieved with the specific duration of time

SECTION - 5

SCOPE OF WORK

a) Overview of MMTC

A Mini Ratna Category-I, CPSE and the largest trading company in the country. Incorporated in 1963 to. MMTC Ltd., a MMTC Limited is a Mini Ratna, Category-1 type of Central Public Sector Enterprise, is one of the largest International trading companies in the country incorporated in 1963 to canalize the export of the country's mineral wealth and to ensure availability of metals and industrial raw materials to India's growing industrial sector.

MMTC Ltd is the first Public Sector Enterprise to have been accorded the status of 'Premier Trading House' by the Govt. of India. Over the years past 55 years, MMTC has grown into a reputed global business leader with trade operations spread across diverse sectors like agro, power, fertilizers, coal and hydrocarbons, steel, precious metals, engineering goods, etc., besides minerals and metals. With a network of regional offices spread across the country, a wholly owned subsidiary in Singapore and a number of Joint Ventures (JVs) in areas such as Bullion Refining & Minting, Retailing, Commodity Hedging, Steel Production, Mining, Trade & Infrastructure Development, etc., the Company has established its presence both in India and abroad. MMTC believes in achieving organizational excellence through competent human resources and 'people centric' practices.

b) Project Objective

- 1) People Capability Maturity Model (People CMM, PCMM, P-CMM) is a maturity framework that focuses on continuously improving the management and development of the human assets of an organization. People CMM, is part of the CMMI product family of process maturity models. The framework is to guide organizations in improving their processes for managing and developing human workforces. It helps organizations to characterize the maturity of their workforce practices, establish a program of continuous workforce development, set priorities for improvement actions, integrate workforce development with Process Improvement, and establish a culture of excellence.
- 2) MMTC Ltd has entered into an MOU with the Ministry of Commerce & Industry and towards fulfillment of the Human Resources related MOU parameters the company is to required to ensure **“ASSESSMENT OF LEVEL OR IN LINE WITH PEOPLE CAPABILITY MATURITY MODEL(PCMM) OR ITS EQUIVALENT IN THE CPSES AND PLACING THE MATTER BEFORE THE BOARD FOR TAKING DECISION WHETHER TO GO FOR UPGRADATION IN LEVEL AND IF YES GETTING THE APPROVAL FOR THE TIMELINES FROM BOARD. IF NOT JUSTIFICBLE REASON TO BE RECORDED IN BAORD RESOLUTION(DATE)”**,

The Board appraisal on assessment of Level is to be completed by the MMTC on or before 31.12.2018. Hence the delivery of entire project as per term of this tender is to be completed by the consultant on or before **30th November 2018** so that the OWNER/ Company has sufficient time for filing appraisal to its Board of Directors (BoD) and further eliciting a Boards decision on whether to go for upgradation of further levels or not and if yes the timeless set by Board for achievement.

The number of employees as on 1.1.2018 (1049) & 31st March 2018 is 1022.

DETAILED DESCRIPTION OF THE WORK TO BE CARRIED BY CONSULTANT

ASSESSMENT SCOPE	Current State Assessment (Gap Analysis) using Scampi Class C Methodology: To assess current level of maturity of MMTC LTD against PCMM Level 2 and develop Roadmap & Action Planning for Upgradation.
A) Purpose	<ol style="list-style-type: none"> 1. To obtain an understanding of the state of people related processes and practices in the organization from the following perspectives <ul style="list-style-type: none"> ➤ As is Processes : Design and Definition of HR systems, Alignment to Business needs ➤ As is Practices : Awareness and Understanding ➤ As is Practices : Deployment of HR systems, Policies and Procedures in the organization 2. Compare the As is processes from the above perspectives with respect to the requirements of People CMM Maturity Level 2 (ML 2). 3. Arrive at the characterization of As is processes. 4. Develop recommendations for addressing the Key findings and moving towards the "To be" desired state (People CMM ML 2).
B) Inputs	<ul style="list-style-type: none"> • Letter of Intent/work order • Organization structure, Grades and Headcount distribution across Business lines and locations. • HR Manual, People related policies and processes of the Organization. • Evidences related to implementation of people policies and processes.
C) Key Activities by the Transition Partner	<ul style="list-style-type: none"> • Gather preliminary data to understand business objectives, Organizational business context and arrive at the sampling approach and detailed plan for Current State Assessment. • Develop and Share the Detailed plan including stakeholder involvement, logistics and detailed schedule with MMTC LTD. • Conduct the As is System review on the basis of existing policies, processes, workflows, templates, tools, and other relevant material and interview discussions. • Compare the As is System to the 6 Process areas of People CMM- ML 2 and determine the gaps in the defined system. • Review Implementation evidences and Conduct sessions (discussions with Process Owners, interviews with sampled Stakeholders, interviews with Higher Level Management) to determine the state of the current implemented system, associated awareness and perceptions. • Consolidate and prepare an integrated Current State Assessment Report and Presentation. • Develop High level Roadmap along with the associated assumptions and criteria. The culmination of the road map will be in terms of the organization addressing all system design gaps and issues, for rolling out the implementation and attaining a state of readiness to undergo a formal People CMM- ML 2 SCAMPI A appraisal.

D) Deliverables by the Transition Partner	<ul style="list-style-type: none"> • Detailed Plan for conducting the Current State Assessment.
	<ul style="list-style-type: none"> • Current State Assessment Report covering: <ul style="list-style-type: none"> ➤ Executive Summary on Key Strengths and Weaknesses ➤ Synopsis of Current state in terms of Red-Amber-Green Rating for PCMM Level 2 Process Areas ➤ Detailed Strengths and Weaknesses by each Process Area in PCMM Level 2; recommendations for improvement. ➤ Roadmap on how to achieve PCMM ML2 including: <ul style="list-style-type: none"> ▪ Recommended Governance mechanisms, Task force formation. ▪ High level roadmap with key milestones. ▪ Indicative detailed Work Break down structure with Resource and Effort requirements and Timelines.
E) Responsibilities of the Transition Partner (in given time lines)	<ul style="list-style-type: none"> • Planning of the Current State Assessment • Conduct Current State Assessment in line with the plan. • Prepare Formal Findings Presentation and Report. • Prepare the roadmap for achieving PCMM ML 2. • Provide recommendations on Core Team formation and Process Owners to champion PCMM Level 2. • Register the outcome of the SCAMPI Class-C appraisal with the Software Engineering Institute.
F) MMTCs Responsibilities	<ul style="list-style-type: none"> • Provide relevant information as requested by Transition Partner to arrive at the Plan for Current Statement Assessment. • Ensure availability of participants for the various meetings as per guidance given by TRANSITION PARTNER in the Plan document. • Provide HR manual, policies, procedures and associated documentation for review; provide access to HR tools, if any. • Provide access to implementation evidences for review. • Provide Venue and all other required logistics for the meetings and discussions in line with the plan.
G) Role Involvement of Transition Partner	<p>Senior Consultant Transition partner with over 10 years of consultancy experience and with minimum 5 years of experience of end to end rollout of PCMM and SEI Authorized People CMM shall be the Lead Appraiser.</p>
H) Effort Breakdown (person days)	<ul style="list-style-type: none"> ➤ Current State Assessment (Gap Analysis) using SCAMPI Class-C Methodology: ➤ To assess current level of maturity of MMTc LTD against PCMM Level ➤ Road Map and Action Planning Reporting assessment of level for appraisal to Board of Directors of MMTc Ltd. o Assessment (Gap o To assess current level of maturity of MMTc LTD against PCMM Level 2

SECTION-6

PRICE BID

Invitation to Bid No: MMTC/HRD/PCMM-2/2018

JOB: ASSESSMENT OF LEVEL OR IN LINE WITH PEOPLE CAPABILITY MATURITY MODEL(PCMM) OR ITS EQUIVALENT IN THE CPSES AND PLACING THE MATTER BEFORE THE BOARD FOR TAKING DECISION WHETHER TO GO FOR UPGRADATION IN LEVEL AND IF YES GETTING THE APPROVAL FOR THE TIMELINES FROM BOARD.

Sr. No.	Description	Unit	Amount inclusive of all taxes including * GST and duties	
			In Figure (Rs)	In Words (Rs)
(A)	(B)	(C)	(D)	(E)
1.	Professional fee/ charges for end to end process consulting on "Assessment of level or in line with People Capability Maturity Model (PCMM) or its equivalent in the CPSEs and enabling placing the matter before the Board of Directors for taking decision whether to go for upgradation in level and if yes getting the approval for the timelines from board on or before 30 th November '2018	Lump-sum (Rs)		

*Applicable rate of GST inclusive in price be mentioned separately

Bidder:

M/s _____

Date: _____

Place: _____

Signature of Authorized Signatory: _

Name :

Designation :

Seal :

Section - 7

ANNEXURES

Bid form

To:

Date:

**Director (Personnel)
MMTC Limited
Core-1, SCOPE Complex
7, Institutional Area, Lodhi Road
New Delhi – 110003.**

Dear Sir,

Having examined the Tender No. **MMTC/HRD/PCMM-2/2018** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of Tender.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of six months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute to be a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Date:

Place:

Tender No. **MMTC/HRD/PCMM-2/2018**

Signature of authorized signatory

Name: _____

Designation: _____

Seal:

To

Date:

**Director (Personnel)
MMTC Limited
Core-1, SCOPE Complex
7, Institutional Area, Lodhi Road
New Delhi – 110003.**

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / MMTC Limited.

We agree that if it is noticed in future, our Bid may be rejected / terminated.

Place:

Signature of Authorized Signatory:

Name : _____

Designation : _____

Seal :

Tender No. : **MMTC/HRD/PCMM/2018**

Offer No. & Date : _____

EXCEPTIONS AND DEVIATIONS

As pointed out in the Enquiry, Bidder may stipulate here exceptions and Deviations to Enquiry specifications / conditions, if considered unavoidable in Form-I only. Exceptions & Deviations indicated elsewhere in the offer shall be considered null and void.

Sr. No.	Page No of Bid Document	Section and Clause no of bid document	Subject	Deviation

BID ABSTRACT SHEET

COMMERCIAL TERMS AND CONDITIONS			
(KINDLY FILL THIS SHEET AND PUT IT IN THE UNPRICED COMMERCIAL BID)			
ITB NO.:		BIDDER'S NAME:	
QUOTATION NO.:			
SR. NO.	DESCRIPTION	COMMENTS	
1	EMD RS.50,000/- SUBMITTED?	YES	NO
	DD NO.:	DRAWN ON	BRANCH
2	Bid valid for sixty days from the Bid opening date	YES	NO
3	Scope of Work as defined in the Tender Document	AGREED	DISAGREED
4	Submission of Security Deposit in the form of DD or bank guarantee valid till (contractual completion period + 3 months)	AGREED	DISAGREED
5	Mutually Agreed Damages clause for late delivery @ 1% per week or part there of subject to maximum of 10% of the total contract value.	AGREED	DISAGREED
6	MMTC LTD.'s payment terms agreed as mentioned in the tender document {clause (bb) & (ww)}	AGREED	DISAGREED
7	Whether price shall remain firm throughout contract period?	YES	NO
8	Completion Period: THREE months or 30 th November '2018 whichever is earlier from placement of Work Order/letter of intent.	AGREED	DISAGREED
9	Any variation in statutory levies within the contractual period shall be to MMTC's account and beyond that it shall be to consultant's account.	AGREED	DISAGREED
10	Confirmed that the offer is in total conformity with the terms & conditions as specified in the enquiry. if not agreed, then a list of all deviations is given with proper justification	YES	NO
11	Applicable rate of GST / service tax % shall be quoted	%	-%
12	Whether bank details for electronic payment are furnished as per Annexure – F	YES	NO
Signature with stamp			

Bank guarantee towards security deposit and performance bond

(To be submitted on Rs 200/- non judicial stamp paper)

In consideration of M/s MMTC Limited, [hereinafter referred to as 'MMTC', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ (hereinafter to as 'Consultant/Transition Partner' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with MMTC a sum of Rs. _____ towards security/performance guarantee in lieu of the said Consultant/Transition Partner having agreed to furnish a Bank Guarantee for the said sum of Rs. _____ is required under the terms and conditions of Contract/Work Order/ Letter of Intent No. _____ dt. _____ (hereinafter referred as 'the Order') placed by MMTC on the said Consultant/Transition Partner, we, _____ the bank (hereinafter referred to as 'the bank' which expression shall include its successors and assigns) do hereby undertake to pay MMTC an amount not exceeding Rs. _____ on the demand made by MMTC on us due to breach committed by the said Consultant/Transition Partner of the terms and conditions of the Order.

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from MMTC stating that there is a breach by the Consultant/Transition Partner of any of the terms and conditions contained in the Order or by the reasons of the Consultant/Transition Partner's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee notwithstanding any dispute or disputes raised by the said Consultant/Transition Partner regarding the validity of such breach and we agree to pay the amount so demanded by MMTC without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of MMTC under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till MMTC certifies that the terms and conditions of the said Order have been fully and properly carried out by the Consultant/Transition Partner and accordingly discharge the guarantee.

3. We, _____ the bank, undertake to pay to MMTC any money so demanded notwithstanding any dispute or disputes raised by the said Consultant/Transition Partner in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the said Consultant/Transition Partner shall have no claim against us for making such payment.

4. We, ___ the bank further agree with MMTC that MMTC shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the Order or to extend time of performance by the said Consultant/Transition Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMTC against the said Consultant/Transition Partner and to forebear or enforce any of the terms and conditions relating to the Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant/Transition Partner or for any forbearance, act or omission on the part of the MMTC or any indulgence by the MMTC to the Consultant/Transition Partner or by any such matter or thing whatsoever (which under the law relating to sureties would, but for this provisions, have effect of so relieving us).

5. Our liability under this guarantee is restricted to Rs _____ and shall remain in force up to _____. Unless demand or claim under this guarantee is made on us in writing within the expiry of this BG namely, we shall be discharged from all liabilities under this guarantee thereof. This guarantee will not be discharged due to change in the constitution in the bank or the said Consultant/Transition Partner

6. This guarantee will not be discharged due to change in the constitution in the bank or the said Consultant/Transition Partner.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Addl. General Manager (Personnel), MMTC Limited.

8. We __ the bank lastly undertake not revoke this guarantee during its currency except with the previous consent of the MMTC in writing.

Signed on the _____ day of _____.

For the Bank

Witness :

Name and Address

Signature

Name (s) & Designation (s)

REF:

Date:

Annexure-F

**Director (Personnel)
MMTC Limited
Core-1, SCOPE Complex
7, Institutional Area, Lodhi Road
New Delhi – 110003.**

Sub: Bank details for Electronic Payment.

Ref:

Dear Sir,

With reference to your above enquiry, I/We are agreeable to receive the payments by direct credit to our below mentioned bank account through RBI ECS or SBI Internet banking facility.

Vendor Name	
E-mail Id	
Phone No.	
Fax No.	
Particular of Bank Account	
Name of the Bank	
Branch code	
Address	
9 digit code No. of Bank & Branch appearing on the MICR cheque issued by your Bank.	
Type of Account(for SB A/c=10 Current A/c-11 or CC=13	
Account No. (As appearing on cheque book)	
PAN No.	

The following are attached in authentication of above bank details.

- 1. A blank cancelled cheque /photocopy of a cheque.**
- 2. A copy of Bank Pass Book first page containing name and address of A/c holder.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user institution responsible. I/We agree to discharge the responsibility expected of me as a participant under the scheme.

For and on behalf of
Signature.

COMPANY SEAL