



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,  
NEW DELHI – 110 003 TELEPHONE NO: 011-24381372**

**Ref. No: MMTC/CO/COMP/Retail/E-Comm/17-18/10632/1**

**Date 12.12.2017**

**MMTC Limited Invites E-BIDS for COTS software for ecommerce portal (B2C) for MMTC retail operations, customization and deployment of COTS software on cloud with 5 years Maintenance.**

<b>Ref No.</b>	<b>MMTC/CO/COMP/Retail/E-Comm/17-18/10632/1</b>
<b>Tender publish date</b>	12.12.2017 (Tuesday)
<b>Last date and time for receipt of Pre-bid Queries in written</b>	22.12.2017 (Friday) by 1730 Hrs.
<b>Last date for bid Submission</b>	05.01.2018 (Friday) latest By 1500 Hrs.
<b>Submission of Technical Bid</b>	Technical bid shall be submitted in physical form.
<b>Submission of Price Bid</b>	Price bid shall be submitted electronically at MMTC's e-procurement portal i.e. ( <a href="https://mmtc.abcpurchase.com">HTTPS://MMTC.ABCPROCURE.COM</a> )
<b>Opening of Technical bid</b>	05.01.2018 (Friday) <b>1530 Hrs.</b>
<b>Opening of Price E-bid</b>	Will be informed later
<b>Earnest Money Deposit</b>	INR 1,00,000 (One Lakh)

**1.0 Guidance for submitting e-bids :**

1.1. E-bid to be submitted online on MMTC's e-procurement portal ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcprocure.com)) against the respective tender along with scanned copy of duly signed offer on letterhead.

1.2. The bidder should have legally valid CLASS III DIGITAL SIGNATURE CERTIFICATE from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal.

1.3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

Note: After successful submission of Registration details. Please contact M/s e-Procurement technologies Limited (EPTL) (as given below) to get your registration accepted/activated.

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830 / +91-(79)-40016811 / 66 / 40 / 48	<a href="mailto:HIMALAY@ABCPROCURE.COM">HIMALAY@ABCPROCURE.COM</a>  <a href="mailto:INFO@ABCPROCURE.COM">INFO@ABCPROCURE.COM</a>
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1.4 Bidders are advised to print and save bid submission receipt after submission of bids.

1.5 The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.

1.6 The operating system should be Microsoft Windows vista / 7 and above.

1.7 System Access with Administrator Rights, Good Internet Connection.

2 Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:

- Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**
- Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools→Internet Option → Security→ Trusted Sites→ Sites → Add this URL → Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

For more details, bidders are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com>

3 Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

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

<b>HELPDESK TIMINGS: 930 HRS to 1730 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr. Anuvash Bedi</b>	<b><a href="mailto:anuvash@abcprocure.com">anuvash@abcprocure.com</a></b>	<b>+91 - 9811247809</b>
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 / 91- 9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

## **2.0 Background:**

Established in 1963, MMTC, one of the highest foreign exchange earners for India, is a leading international trading company. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

## **3.0 Eligibility Criteria:**

<b>S.No.</b>	<b>Eligibility criteria</b>	<b>Documentary proof to be submitted</b>
<b>1</b>	The Bidder should be a company registered in India under the Companies Act, with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code to be submitted. Any other statutory changes required may be complied by the Bidder with no additional liability on MMTC Limited.
<b>2</b>	The Bidder should have average minimum turnover of Rs. 1 (One) crore per annum in each of last three financial years (2014-15, 2015-16 & 2016-17) in the field of ecommerce platform development and maintenance.	An original certificate on the turnover from these activities from auditor of the company to be submitted.
<b>3</b>	The Bidder should be financially sound i.e. it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17).	Copy of Audited financial statements, CA Certificate to be submitted.
<b>4</b>	The Bidder should have positive net worth each for the three financial years (2014-15, 2015-16 & 2016-17).	CA Certificate to be submitted.

5	The Bidder should have successfully implemented e-commerce portal for retail operations (B2C) with all necessary security features at least in one organization in India during last three financial years (2014-15, 2015-16 & 2016-17).  The ecommerce portal should be in existence and running with B2C functionality.	Certified copy of Work Order and Completion certificate to be submitted along with detail of certifying authority (Name, emailed, contact no & address)  Self declaration with ecommerce portal name along with its URL and supporting document.
6	Certificate of IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce solution or authorization letter from OEM in case of authorized dealer of the proposed ecommerce solution.	Undertaking/ Authorization letter from OEM to be submitted.
7	The Bidder should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.	Proof to be submitted
8	The Bidder must possess a valid CMMi level 3 certificate.	Copy of certificate to be submitted.
9	The Bidder should not have been blacklisted by MMTC or by any state/central Government institution or any Public Sector unit as on date of submission of E-BID.	Self declaration regarding not blacklisted as per Annexure -III

#### 4.0 Scope of Work:

**COTS software for ecommerce portal** (B2C) for MMTC retail operations, customisation and deployment of COTS software on cloud with 5 years Maintenance together with Complete integration of payment gateway and including mobile/tab application.

The scope of work is given in Annexure- "IV".

#### 5.0 Proposed Project Implementation Time line & Schedule:

MMTC envisages the completion of the successful implementation of the project within a timeframe of 16 weeks from the start of the project. Post successful Go-Live, the Bidder need to maintain and support the application (O & M) for a period of 5 years.

S/N	Activity/Task/ Milestones	Time to Completion (in Weeks**)
1	Project Start	T
2	Requirements Study including Study of As-Is & preparation of To-Be Workflow processes and Submission of System Requirement Specification (SRS)	T+ 1
3	Design, Development, Customization, Configuration & Testing of e-Commerce Software Application and Presentation of Portal Prototype (Desktop and Mobile versions-Android and ios)	T+10
4	Hosting of customized application with SSL certification and other certifications as required.	T+12
5	UAT	T+14

6	Preparation of FAQ document, Operationalization of Help Desk, Deployment of modules (including Training to MMTC officials).	T+14
7	Pilot run	T+14
8	Audit of e-commerce portal by CERT-IN empanelled auditors	T+15
9	Deployment on cloud and Go-Live Date.	T+16 (G)

**6.0 Contract Period:**

The contract commences from the date of acceptance of Work Order by the successful bidder on stamp paper.

The Annual Maintenance Contract will be for a period of Five year from the date of Acceptance of Final Go-Live date by MMTC.

**7.0 Maintenance:**

During Maintenance period the successful bidder will be required to provide Change Management including customization, Upgrades, Updates and dedicated helpdesk support.

**8.0 Payment Terms: -**

- a. No advance payment in any case would be made.
- b. 100% Payment shall be released from the date of Acceptance of Final Go-Live date by MMTC and after submitting and confirmation of the performance guarantee.
- c. The payment shall be made through e-payment mode only. For ensuring e-payment, the successful bidder has to complete all formalities as per requirement of MMTC.
- d. Half Yearly payment shall be released after satisfactory completion of the AMC as per the requirements of MMTC from time to time for a period of 5 (Five) years.
- e. The payment would be made after deducting necessary taxes applicable, if any.

**9.0 Delay Penalty Clause:**

Timely delivery and implementation is the essence of any project. If the vendor fails to deliver and implement the project in time, a penalty of 0.5% per week of the contract value shall be levied subject to a maximum of 5% of the contract value.

**10.0 The Technical bid consist of following:**

- (i) Earnest Money Deposit of Rs. 100,000/- (Rupees One Lakh only).
- (ii) Annexure I, II, III , IV
- (II) The bidder to submit supporting documents else bid shall be liable to be rejected.

**11.0 Earnest Money Deposit**

- i. The EMD shall be in the form of a bank draft/Bankers Cheque favouring "MMTC Limited" drawn on any Nationalized Bank or first class International bank payable at Delhi/New Delhi.

- ii. EMD will be refunded to unsuccessful Bidders. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Guarantee.
- iii. No interest shall be payable by MMTC on EMD.
- iv. The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.
- v. Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

**12.0 MSME Exemption: -**

The Bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The Bidder must submit a valid certificate from the authorized issuing authorities.

**13.0 Price bid** to be submitted electronically only as per Annexure- "VIII" at MMTC's e-procurement portal ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcprocure.com)).

The prices are to be mentioned exclusive of taxes. The Bidder will bear all other expenses including Boarding, Lodging & conveyance etc. of their team.

The price bid will be opened for the bidders who qualify in Technical bid. The date and time of opening of Price bid will be intimated to the bidder in due course of time. The person intends to attend the opening should bring authorization letter from the company.

**14.0** Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender and not to stipulate any deviations. MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for this action.

**15.0 Amendments to bid information:** MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of this tender. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum/corrigendum may include an announcement of the new closing date for the submission of e-bids. The e-bid submitted by the Bidder shall take into account all such amendments/revisions. The amendments shall be notified on [www.mmtclimited.com](http://www.mmtclimited.com) , [www.eprocure.gov.in](http://www.eprocure.gov.in) & <https://mmtc.abcprocure.com>. These amendments will be binding on Bidders.

**16.0 Clarification** from bidders: MMTC may seek clarifications in writing from bidders with respect to technical bid only.

**17.0 Validity:** The Bidders shall hold valid their E-BID for 90 (Ninety) days from the last date of submission of e-bid. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing.

**18.0 Corrections:** Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory.

**19.0 Performance Guarantee: (As per Annexure-V)**

The vendor is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of written notification of award to be made to the Bidder, for an amount of 10% of contract value only. This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank, having net worth of at least Rs.500 crore and capital adequacy ratio of 9%, valid until the termination of the warranty period. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. 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.

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.

**20.0 Default in the Bidder's Performance:**

Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.

Default in rendering services, performance and its obligations during the contract period, the Bidder shall be liable to any or all of the following sanctions: -

- (a) Invocation of its Performance Guarantee.
- (b) Imposition of Penalty for server down time, and/or
- (c) Termination of the Contract for default.

**21.0 Penalty for server down time:**

The e-commerce portal as well as complete solution, availability of server etc. including support must ensure 99.5% (Hundred percent) up time round the clock (24\*7). Penalty for any disruption of service will be Rs. 5000/- (Rupees Five Thousand only) for every day of disruption or part thereof beyond permissible down time of 0.5% (half percent).

The system should be capable of generating reports regarding down time/complaint resolution time. Bidder shall provide mechanism for logging and recording of server or system down time, which should be acceptable to MMTC.

**22.0 Termination:**

Either Party may terminate the contract for cause if the other Party breaches this contract or is in default of any of the provisions thereof, or for any other reason specified herein, by giving a written notice of termination to the Party in breach or default of the contract, not less than thirty (30) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within fifteen (15) days of the giving of such notice of termination or within such

longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose.

**23.0 Termination for insolvency:**

MMTC may at any time terminate the works order by giving written notice to the service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

**24.0 Vendor's Responsibilities and Liabilities:**

- a. Trade secrets, copyright & patent indemnity:  
Bidder shall defend all actions against MMTC claiming that the software infringes any trade secret, copyright or duly issued patent or any other reputation of third parties. Bidder shall compensate MMTC for any expenses, damage or loss suffered as a result of any claims or proceeding against them for infringement of any intellectual property reputes of third parties as aforesaid.
- b. Vendor shall be responsible for all liabilities arising out of or in connection with:  
Damage of data, computer database or any other software residing in their computer, computer system or computer network is caused;
- c. Vendor shall not deny or caus access to any person authorized by MMTC to any computer, computer system or computer network by any means;
- d. To facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;
- e. Tampering with computer source documents.
- f. Hacking with Computer System.
- g. Breach of confidentiality and privacy.

**25.0 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. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against MMTC, it shall notify to the Bidder and Bidder shall at his own expense, either settles any such dispute or conduct any litigation that may arise there from.

**26.0 Force majeure:**

- a. 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 labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.



- b. 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.
- c. 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.

**27.0 Dispute resolution: -**

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.

**i. 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 and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.

The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

**ii. 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.

**28.0 Merger & Acquisitions:**

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

**29.0 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).

- a. The Bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the Bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
- e. The Bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

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 according to above Clause, 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.

### **30.0 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.

### **31.0 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 **prescribed format of MMTC Annexure- VI.**

**32.0** For any further clarification, the Bidder may contact Mr. Narendra Kumar, Manager (Systems), email [nkumar@mmtclimited.com](mailto:nkumar@mmtclimited.com), Tel No: 011- 24381343

**33.0 DISCLAIMER:**

The information contained in the tender document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this tender document.

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

**ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

To,  
General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

Dear Sir,

This has reference to TENDER No. \_\_\_\_\_ Dated \_\_\_\_\_ for “ Design and Development of ecommerce portal for existing MMTC retail website and deployment on cloud with 5 years Onsite Maintenance”. We are interested in submitting our BID for the same.

We would like to clearly state that we qualify for this work as our company meets all the eligibility criteria indicated by you. The details are enclosed.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both our bid may be rejected without any reference to us. We further clearly understand that MMTC is not obliged to inform us of the reasons of rejection of our bid.

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

Signature:  
Name:  
Designation:  
Company/Firm:

Date:

Place:

**ELIGIBILITY CRITERIA:**

<b>S.No.</b>	<b>Eligibility criteria</b>	<b>Documentary proof to be submitted</b>
<b>1</b>	The Bidder should be a company registered in India under the Companies Act, with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code to be submitted. Any other statutory changes required may be complied by the Bidder with no additional liability on MMTC Limited.
<b>2</b>	The Bidder should have average minimum turnover of Rs. 1 (One) crore per annum in each of last three financial years (2014-15, 2015-16 & 2016-17) in the field of ecommerce platform development and maintenance.	An original certificate on the turnover from these activities from auditor of the company to be submitted.
<b>3</b>	The Bidder should be financially sound i.e. it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17).	Copy of Audited financial statements, CA Certificate to be submitted.
<b>4</b>	The Bidder should have positive net worth each for the three financial years (2014-15, 2015-16 & 2016-17).	CA Certificate to be submitted.
<b>5</b>	The Bidder should have successfully implemented e-commerce portal for retail operations (B2C) with all necessary security features at least in one organization in India during last three financial years (2014-15, 2015-16 & 2016-17).  The ecommerce portal should be in existence and running with B2C functionality.	Certified copy of Work Order and Completion certificate to be submitted along with detail of certifying authority (Name, emailed, contact no & address)  Self declaration with ecommerce portal name along with its URL and supporting document.
<b>6</b>	Certificate of IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce solution or authorization letter from OEM in case of authorized dealer of the proposed ecommerce solution.	Undertaking/ Authorization letter from OEM to be submitted.
<b>7</b>	The Bidder should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.	Proof to be submitted
<b>8</b>	The Bidder must possess a valid CMMi level 3 certificate.	Copy of certificate to be submitted.
<b>9</b>	The Bidder should not have been blacklisted by MMTC or by any state/central Government institution or any Public Sector unit as on date of submission of E-BID.	Self declaration regarding not blacklisted as per Annexure –III

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL  
OF ORGANISATION

**Declaration on not being blacklisted**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We confirm that our company is not blacklisted as of today for any fraudulent actions by MMTC or by any state/central Government institution or any Public Sector Organization.

It is hereby further confirmed that we are duly empowered and entitled to act on behalf of our company/ corporation/ firm/ organization including to sign this document as well as such other documents, which may be required in this connection.

On behalf of [*System Integrator's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

## SCOPE OF WORK

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~~DRAFT~~ FINAL**Scope of Work :-****Template Layout:-**

## i) Banner:-

- Size according to specifications
- Logo Placement
- Text
- Graphics

## ii) User Visibility Content

- Information bar
- Menu Bar
- Tool bar
- Side Bar
- Header and Footer
- Text and Graphics

**Design Specifications:-**

Design tools and technologies The design and layout of the application will be SEO trusted using CSS and XHTML, DHTML along with use of AJAX and keeping in mind the latest web 2.0 trends. The application upon completion will be integrated with Google analytics for keeping an eye on the statistics of the site. It will carry tell a friend and printer friendly version at all pages. To help people bookmark the site easily; add this widget will be embedded at the top of the homepage.

## i) Front End


The front end will have following features: -

## a) Header Pages

- Home
- Login/Sign up
- Search
- About Us

## b) Footer Pages

- Contact Us
- Connect with us
- Sitemap
- Terms and Conditions
- Privacy Policy

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- FAQ

**c) Website Content Page**

- Home
- My Account Control Panel for Customers
- Search
- Advanced Search
- Products
- Products Catalogue
- Products Information
- Events /Deals
- Shopping Cart
- Check Out
- Shipping
- Payments
- Social Media Integration
- Newsletters
- Contact Us
- FAQ

**d) Customer Registration:** - This is the section where customer will be able to register to the site as member. Once customer shows interest and wants to get an account then he will be taken to a page where he will be asked to submit a form that would have various fields for the customer to enter their personal details creating a profile of their own. Customer will be able to submit captcha at the time of registration and will be verified thru OTP. The customer will automatically be assigned the account manager role for this particular account.

**e) Existing Customer: -**

- After the account is activated the customer will be able to perform the following basic tasks in account settings:
- Customers would be able to Login/register in to the website.
- Customers would be able to view their account after successful Login.
- Customers would be able to add & edit their details.
- Customers would be able to request for their user name in case they forgets their user name Login (Details will be mailed/SMS to the Customer)
- Customers would be able to request for their password in case they forgets their password (Login Details will be mailed/SMS to the Customer)
- Customers would be able to change the password (Login Details will be mailed to the Customer)



#### f) Function of Customers:-

- Customers will also be able to easily search for products by using different keywords like name, category wise etc. and will be able to refine their results by using filters such as price, product type etc. on the website.
- Customers will be able to view the products with details, images, zoom in option etc. on the website.
- Customers can submit their reviews on the products listed on the website.
- Customers will be able to place orders on the website.
- Customers will be able to check their order status on the website.
- Customers will be able to use the facility of shopping cart on the website.
- Customers will be able to make payments for their orders by using integrated payment gateway given by the Client.
- Customers will be able to choose their mode of shipping using integrated shipping gateway on the website.
- Customers will be able to view the shipping details on the website.
- Customers will be able to track the order in- transit details on the website.
- Customers will be able to provide delivery address for each order made on the website.
- Customers will be able to receive an email/SMS for confirmation after an order placed on the website.
- Customers will be able to receive newsletter after submitting their name and email id on the website and this section will be managed by admin.
- Customer can able to view FAQs.

ii) **My Account Control Panel for Customers:** - Customers will be able to operate a host of functions from their Account control panel. The control panel will carry the following modules:

#### My Details

- Customers can fill in details about them
- Customers can change any information anytime
- My Orders
- Customers can check status of their instant orders
- Customers can check past purchases
- Customers can print the orders
- Customers can review active orders and cancel the same before confirmation of the order.

- Payments thru different payment options.
- Customers can view all their old transactions.
- Customers can make payment for new orders

**iii) Search:** - Customers will also be able to easily search for products by using different keywords like name, category etc and will be able to refine their results by using filters such as price etc. on the website. They will be able to view list of content that match to their searched criteria.

**iv) Advanced Search:-** In this section customers will be able to customize the search based on their choice. Customers will be able to select preference and will be able to view the list that matches with their searched criteria

**v) Products:-** Products will also be sorted according to the categories and sub categories. Once a category is selected all the products will come out listed along with the image and other necessary details. If a customer clicks on the product he will be taken to a page where the complete details about the product is listed. They can view different images of the particular product, read specifications about it and can add that product to the shopping cart. Admin will be able to manage this section from the backend.

**vi) Products Catalogue:-** The site will have the following categories and sub categories listed which will be modifiable form the back end.

- Product image
- Price
- Specifications
- Ratings
- Add to cart

**vii) Products Information:-** Products page will carry information about the product being displayed. The page will carry:

- Product information
- Product images
- Product Price
- View Full Size
- Zoom
- Price
- Add to cart

**viii) Shopping Cart:-** The shopping cart will allow the customers to manage their shopping in an easy and convenient way. The shopping cart will carry the following features:

- Customers can view their order history and order statuses
- All orders will be stored in the database for fast and efficient retrieval

- Temporary shopping cart for guests and permanent shopping cart for customers
- Foreseen checkout procedure
- Add/Update carts in real time
- Shipping options
- Full product stock control
- Bulk product addition/modifying
- Bulk category addition/modifying
- Enabling/disabling products and categories with one click
- Mini-cart presence on all pages
- Payment options
- Shipping and billing address
- Recalculate the total value

**IX) Check out:-** Check out will allow the customers to carry the following features:

- Login or register
- Choose delivery options
- Order summary
- Enter billing and payment details
- Select Shipping options
- Complete order

**X) Shipping:-** Customers will be able to view shipping prices for their purchased products on the website. Shipping will be according to zip code address of the customers. After payment paid by the customers, admin will be able to ship the products to the customers. Website will be integrated to the shipping gateway provided by the Client. Admin will be able to manage this section from the backend.

**Xi) Payment gateway:-** Customers will be able to make payments for the purchased products on the website by using integrated payment gateway given by the Client. Admin will be able to manage this section from the backend.

**Xii) Social Media Integration:-** The website will be integrated with various social networking websites like Facebook, Twitter etc. Customers can only share the link of the website on these social networking sites.

**Xiii) Newsletter** Customers will be able to subscribe for the newsletter on the website by submitting e-mail id and name on the website. This section will be managed by admin from the backend.

**XiV) Contact us:-** The contact us page will list contact details of the Client along with a contact us form and FAQ search option. Features include:





- Contact us form
- Contact Us Form Fields
- First Name
- Last name
- Email
- Contact (Drop down menu options)
- Message

Contact options: General Enquiry and other enquiry. Others will follow Contact form will be shown to the customers in all the pages of the website.

**XV) FAQ:-** This section will list out the FAQ's listed on the site. The FAQ's will be maintained by the Administrator. In this section all the questions will appear category wise for the ease of customers.

**XVi) Email Notifications:-**

- Customers will receive a notification after registration.
- Customers will receive notification after newsletter subscription.
- Customers will receive a notification after confirmation of order.
- Customers will receive a notification after payment
- Customers will receive a notification for track order movement.

**Administrative Panel: -** The back end of the website will be power packed with an administrative panel to manage the updation of data at the front as well as back end. Following are the key functionalities:-

- Customers Management
- Product Management
- General Management
- Order Management
- Content Management
- Reports Management
- Dashboard

**i) Customers Management**

- Admin will be able to Manage the customers of the site
- Admin will be able to Add / Delete customers of the site
- Admin will be able to approve / reject the registration of the customers
- Admin will be able to View the list of all customers of the site
- Admin will be able to Search the list of all customers of the site

- Admin will be able to Activate or Deactivate the customers of the site

✓

#### ii) Products Management

- Admin will be able to manage the Categories and Sub Categories of products on the website.
- Admin will be able to add / Edit / Delete the Categories and the Sub Categories of products with codes of the website.
- Admin will be able to View the list of all Categories and the Sub Categories of products of the website.
- Admin will be able to Activate / Deactivate the Categories and the Sub Categories of products of the website.
- Admin will be able to add / Edit / Delete products on the website.

#### iii) General Management

- Manage Shipping
- Manage reviews
- Manage Events
- Manage Inventory
- Manage dashboard

#### iV) Order Management

- Admin can Manage the orders received by the Site
- Admin can Add / Delete the orders received by the Site
- Admin can View the List of all orders received by the Site
- Admin can Search the orders received by the Site
- The customer will get notified via email/SMS once the order is confirmed with all the relevant details of the products purchased in that order.

**V) Content Management** Admin will be able to add/delete text/images/videos of the items on the site. The admin will be provided a rich interface editor which will enable him to create as many pages as required. Admin will be able to add text, images, links etc. to the pages and those pages can be linked to any other pages on the same site.

**Vi) Reports Management:** - Admin will be able to generate reports in a printable format for the following:

- List of Customers
- Payment Reports
- Sales Reports
- Inventory Reports
- The admin will be able to apply filters date wise, name wise etc.
- The admin will be able to export the reports in other formats like excel, csv etc.



**Vii) Core Technologies:-**

Latest technology for website application development of ecommerce portal

**Viii) Standardizations:-**

**i) Design Standards** Contrary to the general perception designing web applications is much more than just putting in good looking graphics and flash components. It requires much expertise to able it to run smoothly. We ensure that by:

- Designing the web application to make sure that the web pages will appear without horizontal scroll bar in all resolutions.
- The web site can be viewed on all the four popular browsers i.e.
- Internet Explorer
- Firefox Mozilla
- Safari
- Chrome
- Uniform Navigations in all the web pages of the application.

**ii) Testing Standards:** The bidder to ensure the services undergoes rigorous testing so that it becomes 100% free of bugs. All the standard methods of white and black box testing are in place to achieve this feat.

- Prepare the test cases based on design and functionality.
- Ensure a cosmetic bug test before delivery.
- Test the embedded links exhaustively to make sure no errors are there.
- Validate all web applications
- Implementing Cascading Style Sheets (CSS) for each of the application.
- All code will be compliant to W3C

**IX) Server and Maintenance:**

Setting up Server with advanced configuration and maintenance support for the server.

**XI) Requirements from MMTc Retail Division:**

- Design Approvals on layout
- Products Photograph
- Prices and Product Descriptions
- Payment Gateway for accepting Payments and Payment Gateway API
- Shipping Policy and Shipping API

*Scope Secured to be all. 2/11/2017*

## PERFORMANCE BANK GUARANTEE (Rs.100 stamp paper)

No. \_\_\_\_\_ Date \_\_\_\_\_

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

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. \_\_\_\_\_ (10% of the total contract value).
3. AND WHEREAS at the request of the 'XX', we, \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' 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, final 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 or contestation and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the 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 there under 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. This 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 of 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 \_\_\_\_\_ ,

Witness: 1.  
2.

(Authorised Signatory)  
With Seal & Signature



## 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 the one part and

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

WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing IT Security Consulting also services.
- B. MMTC is India's leading international trading company, with a turnover of over US\$ 5.5 billion. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. .
- C. MMTC, pursuant to its Tender dated \_\_\_\_\_, declared [INSERT NAME] as successful Bidder for its appointment as IT Security Consultant. Pursuant to appointment of [INSERT NAME] as IT Security Consultant, 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 MMC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.

- (b) "Contract" means the Contract for providing Consultancy for IT Security 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 IT Security Consultant.
- (c) "Representatives" means 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 undertake:

- (a) to keep the Confidential Information in strict confidence for the entire duration of the Contract and for a period of ten 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] duly authorised 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 any of its duly authorised

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 shall be accorded to the Confidential Information.

**4. No commitments, warranties or solicitation**

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

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

**14. Dispute resolution**

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.

**(i) 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 of 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. The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

**(ii) Exclusive Jurisdiction:**

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

**15. Severability**

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

**16. Notices**

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

- (a) Mr. Khushinder Nath,  
GM (Systems)  
MMTC LIMITED, Core-1, SCOPE Complex,  
7, Institutional Area, Lodi Road, New Delhi-110 003
- (b) [INSERT NAME]

\_\_\_\_\_  
\_\_\_\_\_

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

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

1. signed and delivered by:

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

2. signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

1. Sig.

Name

Add.

2. Sig.

Name

Add.



**Bidder Details**

Tender No.	
<b>COMPANY DETAILS</b>	
COMPANY NAME	
GST REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
Bidder TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
<b>CONTACT DETAILS</b>	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME &amp; DESIGNATION WITH SEAL OF ORGANISATION

**PRICE BID**

The bidders are requested to submit the commercial offer in the format mentioned below:

<b>Description of Work</b>	<b>Total Cost (INR)</b>
COTS software for ecommerce portal (B2C) for MMTC retail operations	
Customization, Configuration & Implementation of COTS software (Desktop and Mobile versions-Android and ios) as per tender.	
Audit of COTS software	
Deployment of COTS software on cloud	
AMC & Customization as per the requirements of MMTC from time to time for a period of 5 years.	
<b>TOTAL</b>	

The price quoted above should be exclusive of all applicable taxes. Taxes shall be paid on actual.