



MMTC LIMITED

MMTC HOUSE, PLOT NO. C-22, E BLOCK, BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI – 400 051.

TENDER FOR EMPANELMENT OF PRIVATE DETECTIVE AGENCY

TENDER NO.MMTC/MUM/AGRO/DETECTIVE AGENCY/2021-22/02

Dated 19th October 2021

MMTC Limited, a Government of India Enterprise functioning under the aegis of Ministry of Commerce, Government of India, is one of the largest trading Companies in India. MMTC hereby invite bids from leading private Detective/Investigation Agencies for empanelment.

The bidders can download the tender documents from our website www.mmtclimited.com or <https://eprocure.gov.in> and can also obtain a copy of the same from AGM (Agro), MMTC Limited, Mumbai Regional Office at the above mentioned address during office hours on any working day till **1300 hours on 10th November 2021.**

Important details pertaining to the subject tender are placed below for kind perusal:-

Sl. No.	Particulars
1	TENDER NO. & DATE : <u>MMTC/MUM/AGRO/DETETCTIVE AGENCY/2021-22/02</u> <u>DATED 19TH OCTOBER 2021</u>
2	NAME OF WORK : EMPANELMENT OF DETECTIVE/INVESTIGATON AGENCY
3	MODE OF SUBMISSION OF BIDS : TWO BIDS SYSTEM (TO BE SUBMITTED IN TENDER BOX)
4	EMD : RS.50,000/- (RUPEES FIFTY THOUSAND ONLY) TO BE SUBMITTED TWO FORMS:- (i) DEMAND DRAFT FAVOURING MMTC LIMITED (ii) THROUGH TRANSFER IN MMTC'S ACCOUNT (STRICTLY TO BE RECEIVED BEFORE DECLARED TENDER CLOSING TIME) FOR WHICH OUR BANK DETAILS ARE – MMTC LIMITED, STATE BANK OF INDIA, MUMBAI MAIN BRANCH, A/C NO. 40034579997, IFSC SBIN0000300
5	LAST DATE FOR SUBMISSION OF BIDS : <u>15 HRS ON 10TH NOVEMBER 2021</u>
6	DATE & TIME FOR OPENING OF TECHNICAL BIDS : <u>1530 HRS ON 10TH NOVEMBER 2021</u>
7	DATE & TIME FOR OPENING OF PRICE BIDS : WILL BE INTIMATED TO BIDDERS WHO ARE TECHNICALLY QUALIFIED.

1. **TECHNICAL BID:- Documents Required from the Bidder:-**

For submitting the competitive quotations broadly following parameters may be taken into account, which include but are not limited to the following:-

- (i) Detailed profile of bidder's company,
- (ii) The bidder should be a detective agency with minimum Three (3) years proven track records. The bidder should be on the panel of at least one Central PSU or a Nationalised Bank. Otherwise, the bidder should produce completion certificate of at least one assignment given by a PSU or Nationalised Bank in the past one year.
- (iii) Since the proposed assignment relates to Delhi/NCR & Kolkata area the bidder should have an establishment in said areas (proof of address of these locations to be submitted).
- (iv) The bidder is required to submit self attested copies of the following towards KYC:
 - a) Bank Account details duly certified by the bankers along with a cancelled cheque,
 - b) Brief profile of the Agency and its past experience,
 - c) PAN Card (copy attested),
 - d) Annexure 1 (A), Annexure 1 (B) of this tender and affidavit as Annexure-II.

2. **EMD:-**

- i) The bidder would be required to submit EMD of Rs.50,000/- through "Demand Draft" in favour of MMTC Limited, payable at Mumbai. The EMD of the successful bidder shall be retained till the conclusion of the assignment/s. EMD of all other bidders shall be refunded. No interest is payable by MMTC on the EMD amount.
- ii) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous assignment/supply will be entertained.
- iii) Bidder shall not be permitted to withdraw its offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates then the aforesaid amount of earnest money will be forfeited by MMTC.
- iv) The tenders without Earnest Money Deposit will be summarily rejected.
- v) Earnest money deposit will be forfeited if the successful bidder fails to furnish the performance guarantee amount which is 10% of total contract value.
- vi) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Performance Guarantee amount.

3. **Price Bid:-**

The price bid should be in INR and inclusive of all applicable taxes and be kept valid for 30 days.

4. **Time Frame:-**

60 Days for submission of final report per defaulter, alongwith certified/authenticated documents from the date of LOA or as appearing hereinafter.

5. **Verification:**
MMTC may verify the track record/details from the concerned Central PSU and /or Nationalised Banks mentioned in the profile by the agency in respect of assignment successfully completed.
6. **Request for status update on evaluation process:-**
MMTC is not obliged to accept or respond to bidder's request for information on the status and progress of the bid evaluation file.
7. **Ownership of bid documents and information therein:**
All bid documents will become the property of MMTC upon submission. Where the bidder believes that information provided in response to this tender is or should be kept confidential; or disclosure of this information would unreasonably affect the Bidder's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. Insofar as practicable, MMTC will give effect to the Bidder's stated wishes and requests for access to such information will be barred under normal course.
8. **Job Description:**
- i) To locate the whereabouts of individuals, firm or company as informed by MMTC, their present occupation, income streams any other information specifically sought for by MMTC.
 - ii) To unearth the uncharged movable/immovable ownership properties of the Company/individual, bank account of the individual firm or company and documentary evidences thereof.
 - iii) To search the legal heirs of the individual (proprietorship)/firm or company their assets with source of funds, sources of their income.
 - iv) To identify the properties movable or immovable assets alienated/transferred by the individual/ firm or company to their family members/others with dates thereof.
 - v) To ascertain the details of any business of the clients referred to by MMTC.
 - vi) Any other requirements related to above mentioned facts.
 - vii) Details of present location of Company (client) & its sub-offices, if any.
 - viii) Details (names and present addresses) of the Company's Directors/Proprietors/partners.
 - ix) Details of Movable properties in the name of the Company/individual its sub-offices, Directors/Proprietors/partners.
 - x) Details of immovable properties in the name of the Company, its sub-offices, Directors/Proprietors/partners.
 - xi) Bank account details of the Company, its sub-offices, Directors/Proprietors/partners including details of personal bank account duly certified by their bankers.
 - xii) All documents furnished with the final investigation report, should be duly certified/authenticated. Charges for providing certified documents to be indicated separately. A list of documents, if any, required to intimate the investigation, may also please be clearly specified.
9. **Signing of tender:-**
Each and every page of the tender document to be signed in acceptance of the terms and conditions. Individual signing the tender or other documents connected with the contract must specify whether he/she signs as:
(a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.

- (b) A partner of the firm if it be a partnership firm in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership contracts or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

(1) In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed with the tender.

(2) In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs and consequences and damages under the civil and criminal remedies available.

(4) **The bidder should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the bidder. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.**

10.

General Terms & Conditions:-

- i) The bidder shall have to comply with all terms and conditions of the tender and submit a signed and stamped copy of the tender documents alongwith the bid as a token of acceptance of all terms & conditions without any deviation.
- ii) The bidder shall be disqualified in case of furnishing incorrect/incomplete information and also for not complying with the tender terms & conditions, the price bid of technically disqualified bidders shall not be opened.
- iii) The bidder should not have been black listed by any Government agency/PSU at the time of submission of bids. The bidder shall have to submit an affidavit confirming this along with the bid (as per Annexure-II).
- iv) EMD of the unsuccessful Bidder(s) will be refunded without interest within seven (7) working days after the finalization of the tender.
- v) MMTC may reject any or all bids or cancel tender at its own discretion without assigning any reasons thereof.
- vi) In case the bidder fails to perform, render, execute, fulfill, carryout, discharge or handle any of their assigned work, services/obligations, responsibility and liabilities under this tender, MMTC shall be entitled to terminate the contract without any notice. Any damages/cost arising out for arrangement of alternate source shall be the sole responsibility of the successful Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulations, local laws MMTC shall reserve the right to terminate the contract.

- vii) The successful bidder have to submit contact details of the authorized officials viz. name & address, telephone/mobile numbers and email ids for correspondence.
 - viii) The successful bidder /Agency shall be given specific time frame depending upon urgency of required information by MMTC. However, MMTC, at its sole discretion may extend the time frame considering the complexity of the assignment.
 - ix) MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
 - x) The successful bidder/Agency shall be given assignment for obtaining the details of Judgement Debtor(s)/Defaulter at a time.
11. **Terms and conditions for Empanelment /Hiring:-**
- (a) The empanelled Detective Agencies/Investigation Agencies shall be required to submit satisfactory documentary evidence for carrying out a background check on the personnel to be engaged in assignment for the MMTC before their deployment.
 - (b) The empanelled Detective Agencies/Investigation Agencies shall be required to enter into an agreement in the format provided by MMTC. They shall adhere to the applicable code of conduct/professional standards and execute suitable Non-Disclosure Agreement with MMTC.
 - (c) At the time of signing of the contract the empanelled Detective Agencies/Investigation Agencies shall provide Performance Guarantee for 10% of the Award value for proper performance of Agreement.
 - (d) MMTC shall reserve the right to examine/verify the supportive documents/reports furnished by the Detective Agencies/Investigation Agencies by inspection/site visit by its officers and/or technical consultant appointed by MMTC.
12. **Review/Monitoring of the Panel:-**
- (i) The performance of empanelled Detective Agencies/Investigation Agencies shall be reviewed by MMTC through its authorized officials; as the case may be.
 - (ii) Such review shall be made within such a period as they may deem fit and if the performance of the empanelled Detective Agencies/Investigation Agencies is not satisfactory to the MMTC, such empanelled Detective Agencies/Investigation Agencies shall have to be de-panelled.
13. **Payment Terms:-**
- (a) 10% Advance to be made after ascertaining the competence of the Detective Agencies/Investigation Agencies on the basis of scrutiny of bidder's profile documents and balance after completion of the work i.e. after submission of final report alongwith certified/authenticated documentary evidence and considered appropriate.
 - (b) In the absence of above 05% advance payment to the Detective Agencies/Investigation Agencies then 75% on submission of final report alongwith certified/authenticated supporting documents and the balance 20% after ascertaining the usefulness/worth of the final report/property details/documents submitted in respect of the defaulter(s).
14. **Submission of Reports:-**
- (i) When MMTC actually assigns any work to the empanelled Detective Agencies/Investigation Agencies by issuing separate work order, they shall submit their report alongwith supporting documents/papers, photographs, audio/video recording etc. if any, collected by them within the time frame allotted by MMTC for such

- assignments. They also will be responsible for the authenticity of the information provided by them based on which MMTC can proceed further in attaching the property and or taking appropriate legal recourses against its clients/defaulters.
- (ii) Primary/basic information of the clients/defaulters/judgement debtors which are available with MMTC may be provided to the Detective Agencies/Investigation Agencies which is/are assigned the job. The empanelled Detective Agencies/Investigation Agencies shall complete their assignment and provide their report within a maximum Period of 60 days from the date of LOA or within extended time as provided by MMTC, per case basis.
- (iii) In the eligible case/s, MMTC may extend further period as may deem fit.
15. **Taxes:-**
All present and future statutory taxes, cess, charges levied by the Central/State Governments during the currency of the contract or which might be levied by Government for the period of the contract shall be applicable for payments by the bidder and a statement/certificate to this effect will be issued to the bidder.
16. **Assignment or Sub-letting of contract:-**
The bidder/ empanelled Detective Agencies/Investigation Agencies shall not subcontract, transfer, assign or otherwise part with the contract.
17. **Amendments:-**
The bidders are advised to check MMTC's website regularly for any amendments/clarifications.
18. **Submission of Bids & Validity:-**
The bidders may download the tender document from our website www.mmtclimited.com and can also obtain a copy of the same from AGM (Agro), MMTC Limited, MMTC House, Plot no. C-22, E-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 **during office hours on any working day till 1300 hours of 10th November 2021.**
- The bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super-scribed as **Techno-Commercial Bid** and other as **Price Bid** as per formats given in Annexure IA & IB respectively. Both these envelopes should be separately sealed and super scribed with Tender No. & date, Name & Address of the Bidder. Both these envelopes should be put in one big size envelope which is also to be sealed and super scribed with the Tender No. & Date, Name & address of the Bidder and shall be addressed to Shri Dhananjay Wasnik, Additional General Manager, MMTC Limited, MMTC House, Plot No.C-22, E-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051. Offers over phone, fax or email will not be entertained.
- a. The envelope super scribed as “Techno-Commercial Bid” must contain following:-
- (i) Duly signed and stamped Techno-Commercial Bid as per Annexure” **IA**”.
 - (ii) Demand Draft/Pay Order of Rs.50,000.00 towards EMD.
 - (iii) Signed and stamped copy of tender document.
 - (iv) Affidavit as per **Annexure II.**
 - (v) As per Clause No. 1 **TECHNICAL BID Documents Required from the Bidder.**

- b. The "Price Bid" sealed envelope must contain Price Bid showing quoted strictly as per the **"Annexure I B"** of the tender document. The Price Bid must be duly signed and stamped by the bidder.

NOTE:- Conditional offers or offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those Bidders who qualify in the Techno-Commercial Bid shall be opened.

The bids complete in all respects should be submitted in sealed envelope latest **by 1500 hrs on 10/11/2021** in the tender box kept at the Reception in MMTC office at the aforementioned address. Offers should be submitted in MMTC's Regional Office, Mumbai only. The techno-commercial bids shall be opened on the same day at **1530 hours**. MMTC's Mumbai office in the presence of the bidders representative who desirous to be present. The time schedule of the tender is as follows:-

- **Bid Submission Start Time/Date** **1500 hrs (IST) on 19/10/2021**
- **Tender Closing Time/Date** **1500 hrs (IST) on 10/11/2021**
- **Tender Opening Time/Date** **1530 hrs (IST) on 10/11/2021**

The bidder agrees to and shall hold its bid valid for 30 days from the date of opening of Price Bids. However, the bidder agrees to extend the bid for a further period on the existing terms and conditions; in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

Dates for opening Price Bids of bidders who qualify in the Techno-Commercial Bid will be informed by email to bidders representative/s who are desirous to be present.

19. **Tenure:-**

The Empanelment shall be for a period of one (1) year with an option to the MMTC to review the **Empanelment for any further period.**

20. **Non-Disclosure Agreement:-**

The Detective Agency (the Agency) shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized by the Agency strictly confidentially and shall not be shared with any outside unauthorized person.

21. **Conflict of interest:-**

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

22. **Indemnity :**

The agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any action, sanctions, claims, losses, demurrage, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract including but not limited to the claims and any other circumstances. In case,

agency fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the agency is not in position to fulfill its obligations. MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

23. **Arbitration Clause** :

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

24. **Force Majeure Clause** :

If at any time during the existence of this contract either party is unable to perform whole or in part any obligations under this contract because of war, hospitality, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports). Fire, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. If operation of such circumstances exceeds three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract.

25. **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 even 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.

26. **Fraud Prevention** :

(1) **Commitments of the Bidder(s)/Contractors(s)/Buyer(s)/Venders(s)**

The Bidder(s)/Contractors(s)/Buyer(s)/Venders(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process during the execution of contract and in any other transaction with MMTC.

- (a) The bidder(s) /Contractors(s)/Buyer(s)/Venders(s) shall not , directly or through any other person or firm, 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) /Contractors(s)/Buyer(s)/Venders(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, 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) /Contractors(s)/Buyer(s)/Venders(s) shall not commit or allow any employees or MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the bidder(s) /Contractors(s)/Buyer(s)/Venders(s) will not use improperly or allow any employees(s) MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
- (d) The bidder(s) /Contractors(s)/Buyer(s)/Venders(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) /Contractors(s)/Buyer(s)/Venders(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) **Disqualification from tender process and exclusion from future contracts :**

If the bidder(s) /Contractors(s) before award or during execution has committed a transgression through a violation of this Clause above or "Fraud Prevention Policy – of MMTC in any other than taking recourse available under law, shall he entitled to disqualify the bidder(s) /Contractors(s)/Buyer(s)/Venders(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.

(3) **Damages:**

If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to this Clause. MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

(ON THE LETTER HEAD OF THE BIDDER)

ANNEXURE I (A)

Techno Commercial Bid

Tender No :
Company Name :
Registered Address :
Registration Number :
PAN No (Enclosed copy) :
GST No. (Enclose copy) :
Name of Partners / Directors :
Bidder Type (Foreign/Indian) :
City Name :
Postal Code :
Company's Establishment Year :
Company's Nature of Business :
Company Category :
Contact Person Name :
Designation :
Date of Birth :
Tel. No. :
e-mail address :
Mobile No. :

List of documents to be attach with Bid as above :

(Details of EMI): 1) D.D./P.O.No.

Dated

For (Amount in INR)

RTGS/NEFT details :

Name of Bank & Branch :

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Name :

Designation :

Signature of the Bidder & Seal of the Co.:

Place :

Date :

PRICE BID

Total Lump sum charges in words per case (complete work as per Clause no. 8 “Job Description”) in figures

NOTE :- Investigation charges for the entire case/per Company (client) basis including taxes, if any, i.e.

1. Bidder to specify current applicable service tax/other taxes, if any. MMTC will pay these extra at actual, as per the rates prevailing on the date of invoice.
2. In case of any changes in rates of service tax/other taxes, the bidder will intimate MMTC about the same along with documentary evidence.
3. The evaluation of bids will be done based on the total cost to MMTC as on the date of tender opening i.e. after including the applicable service tax/ other taxes.

Name and Designation of the Bidder

Signature & stamp of the Bidder

Place :

Date :

(ON STAMP PAPER OF RS.500/-)

(TO BE SUBMITTED DULY NOTARISED)

AFFIDAVIT

Affidavit of Shri _____ S/o _____

Aged _____ Years, residing at _____

Do hereby solemnly affirm and declare as under :

1. That I am working as _____ with M/s _____
2. That bidder is submitting a bid in response to invitation of bid no. _____
Dated _____ for hiring of private detective agency.
3. That no order for Blacklisting / Banning of the bidder has been passed for participation in tenders issued by any of the Government / Semi Government companies, which is still in force.
4. That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD and Performance Bank Guarantee.

DEPONENT

Verification :

Verified at _____ on _____ 2021 that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT

CONTRACT FOR EMPANELMENT OF PRIVATE DETECTIVE AGENCY

This agreement is made at Mumbai on _____ day _____ of _____ 2021 between MMTC Limited, (MMTC House, Plot No. C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, **mmtcmumbai@mmtclimited.com** of RO. Mumbai, INDIA, hereinafter called “MMTC”, (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part. AND M/s. _____ (Name of firm/company as the case may be & address, telephone, mail Id of Agency) hereinafter called the AGENCY (which expression. shall unless excluded by or repugnant to the context. Shall include its successors and assigns) of the other part.

WHEREAS MMTC has floated tender No. **MMTC/MUM/AGRO/DETECTIVE AGENCY/2021-22/02 dated 19/10/2021** agreed to hire the Agency for knowing movable & immovable properties of the parties referred to the agency from time to time and whereas Agency has accepted the said offer and has agreed to perform all the work assigned to them by MMTC on the terms & conditions hereinafter mentioned.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

1. Scope of work:

- i. To locate the whereabouts of individual, firm or company as informed by MMTC, their present occupation, income streams any other information specifically sought for by MMTC.
- ii. To unearth the uncharged moveable/immovable ownership properties, bank accounts of individual, firm or company and documentary evidences thereof.
- iii. To search the legal heirs of the individual, firm or company, their assets sources of income.
- iv. To identify the properties moveable and immovable assets alienated/transferred by the individual, firm or company to their family members/others alongwith dates thereof.
- v. To ascertain the details of any business of the clients referred by MMTC.
- vi. Any other requirement related to above mentioned facts.
- vii. Details of present location of Company (client) & its sub-offices, if any & present status.
- viii. Details (names and present addresses) of the Company's Directors/partners:
- ix. Details of Movable properties in the name of the Company, it's Sub-offices. Directors/proprietors/partners with documentary evidence.
- x. Details of immovable properties in the name of Company's it's sub-offices, Director proprietors/partners including documentary proof.
- xi. Bank account details of the Company, its sub-offices. Directors/proprietors/partners including details of personal bank accounts, duly certified by their Bankers.
- xii. To submit detailed investigation report within 60 days.
All documents furnished with the final investigation report, should be duly certified/ authenticated. Charges for providing certified documents to be indicated separately. A list of documents, if any, required from MMTC to initiate the investigation, may also please be clearly specified.
- xiii. To provide any other information not mentioned herein above which the agency may feel important.

- xiv. The details of the Directors (previous/past) in the company.
- xv. The whereabouts of Directors along with the nature of occupation and profile they are carrying as of now. In the event they are directors/partners with another firm/company, the full details along with their designation in that firm/company. RoC records.
- xvi. The ownership of any movable property details belonging to these directors/partners or their firm or in event they are directors of with another firm/ company along with documentary evidence of the same. For instance : Revenue Records, Searches in sub-Registrar Offices.
- xvii. To examine the involvement of Directors/Partners of the Company/Partnership Firms in other Companies/Partnership Firms and procure information that would give further knowledge of their financial status. Whether the Directors/Partners of the Company/Partnership firms which have been declared as insolvent are able to carry out their day to day activities and indulge in other activities such as frequently travelling abroad/Need to investigate the details of the sources of these funds.
- xviii. Whether the property (immovable or movable) of the Company / Partnership firms are already under attachment in separate proceedings before any other Court of law in India. We will need additional details of these proceedings.
- xix. Whether there are any criminal proceedings (ongoing as well as completed) against these Directors/Partners/
- xx. Whether the properties in the possession of the defendants are under mortgage or have any charge created on them?
- xxi. Sources of income of the Directors/Partners and their bank details, including but not limited to extracting details of PAN card, Aadhar Card or any other documents required for identification or necessary to obtain any other relevant information.

2. Performance Guarantee:

At the time of signing the contract, the Agency shall provide Performance Guarantee for 10% of the Award value for proper performance of Agreement.

3. Payment Terms:

- (a) 10% Advance to be made after ascertaining the competence of the Detective Agencies/Investigation Agencies on the basis of scrutiny of bidder's profile documents and balance after completion of the work i.e. after submission of final report alongwith certified/authenticated documentary evidence and considered appropriate.
- (b) In the absence of above 05% advance payment to the Detective Agencies/Investigation Agencies then 75% on submission of final report alongwith certified/authenticated supporting documents and the balance 20% after ascertaining the usefulness/worth of the final report/property details/documents submitted in respect of the defaulter(s).

4. Taxes:

All present and future statutory taxes, cess, charges levied by the Central/State Government's during the currency of the contract shall be applicable for payments to the Agency and a statement/certificate to this effect will be issued to the Agency.

5. Assignment or Sub-letting of contract::

The Agency shall not subcontract, transfer, assign or otherwise part with the contract.

6. Tenure :

The Empanelment shall be for a period of one (1) year with an option to the MMTC to renew the Empanelment for any further period of one year at a time. MMTC reserve the right to terminate the contract at any time without assigning any reasons, if it is found that the detective agency is acting against the interest of MMTC.

7. Non-Disclosure Agreement :

The Detective Agencies (the Agency), shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized by the Agency strictly confidentially and shall not be shared with any outside unauthorized persons, entities.

8. 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. The Venue/seat of arbitration shall be Mumbai.

9. Disclosure

The Agency hereby agrees that in case it commits a default in the payment or repayment of any amount due against them, MMTC will have an unqualified right to disclose or publish the details of the default including the name of Agency and its Director/Partners, as applicable. The Agency hereby also authorizes MMTC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments.

10. **Termination Clause:**

Right to terminate the contract :-

MMTC reserves the right to cancel the contract by **giving 15 days notice** placed on the selected Agency and recover expenditure incurred by MMTC under the following circumstances :-

- i. The selected Agency commits a breach of any of the terms and conditions of the 'Bid'. The Agency goes in to liquidation, voluntarily or otherwise.
- ii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid/signing contract.
- iii. If the Agency fails to complete the assignment as per the time lines prescribed in the TENDER and the extension if any, allowed; it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the bid security amount liquidates damages for the delay.
- iv. If deductions of account of liquidated damages/Penalty exceeds more than 10% of the total contract price.
- v. In case the Agency fails to deliver the services as per the scope of work, MMTC reserves the right to procure the same or similar services from alternate sources at the risks cost and responsibility of the Agency.
- vi. After award of the contract, if the Agency does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause will be applicable, even if for any reason the contract is cancelled.
- vii. MMTC reserves the right to recover any dues payable by the Agency from any amount outstanding to the credit of the Agency, including the pending bills and / or invoking the bank guarantee under this contract.

11. **Consequences of Termination :**

In the event of termination of the contract due to any cause whatsoever (whether consequent to the stipulated term of the Contract or otherwise), MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective implantation of work/services(s) which the Agency shall be obliged to comply with the take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile Agency in relation to the execution/continued execution the scope of the contract.

- i. Nothing herein shall restrict the right of MMTC to invoke the Bank Guarantee and other guarantees securities furnished enforce Indemnity and pursue such other rights and /or remedies that may be available to MMTC under law or otherwise against Agency.

- ii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the Provisions of the contracts that are expressly or by implication intended to come in to or continue in force on or after such termination.

12. Penalty:

The Agency shall perform its obligations under the contract entered into the MMTC, in a professional manner.

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

If any act or failure by the Agency under the contract results in failure or inoperability of scope of work and if the MMTC has to take corrective actions to ensure functionality of this contract, the MMTC reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. The MMTC shall implement all penalty clauses after giving due notice to the Agency.

13. Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

14. Conflict of interest:

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

15. Severance:

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

16. Governing Language:

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

17. Publicity:

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

18. Indemnity:

The Agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the Agency in the discharge of the obligation under this contract, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract / agreement and procure the scope of work done at the cost and risk of the Agency from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

19. Confidential Information:

The Parties acknowledge a duty during or after the Term not to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for the MMTC.

For the avoidance of doubt, the restrictions in this clause shall not prevent :

- (a) The disclosure or use of Information in the proper performance of the Agency's duties;
- (b) The disclosure of Information if required by law;

The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure will be excluded.

20. Force Majeure Clause:

If at 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, hospitality, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. If operation of such circumstances exceeds two months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Notwithstanding, this provisions relating to indemnity, confidentiality survive termination of the contract.

21. Waiver:

- i. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by both the Parties.
- ii. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

22. General:

Relationship between the Parties

- i. Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Agency or any relationship of employer, employee, principal and agent or partnership between the MMTC and Agency.
- ii. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the contract.

No Assignment

- i. The Agency shall not sub-contract transfer, assign or otherwise part with the Contract or any part thereof either directly or indirectly or transfer any interest, right benefits or obligation under the contract.

Governing Law

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

Entire Contract

- i. The terms and conditions laid down in the Tender no. **MMTC/MUM/AGRO/DETECTIVE AGENCY/2021-22/02 dated 19/10/2021** and any attachment / annexes thereto shall be read in consonance with and form an integral part of this Contract.
- ii. This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and save to extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall be binding on either of the Parties.
- iii. All provisions and the various clauses of this Contract are, notwithstanding manner in which they have been grouped together or ranked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to validness, invalidity, illegality, unlawfulness or for any other reason whatever, shall in such jurisdiction only and only to the extent that it is so unenforceable be treated as pro non scrip to and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this contract would be execute without such unenforceable provision if they aware of such unenforceability at the time of execution hereof.

23. Compliance with Laws

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

- i. During the performance of the work, the bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The Agency shall assume full responsibility for the payment of all contributions and payroll taxes, as or its workforce, servants or agents engaged in the performance of the work specified in the contract documents.
- ii. If during the tenure of work stipulated herein, Agency may found violating any law, norms attributed & applicable from this contract, in such event, the Agency will be solely liable to face the consequences of violation, inasmuch, the Agency shall keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

24. Fraud Prevention:

- (1) Commitment of the Bidder(s) / Contractor(s) Buyer(s) / Vender(s), Agency(ies) the Bidder(s)/ Contractor(s) / Buyer(s) / Vendor9s) 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 and laid down in – Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process during the execution of contract and in any other transaction with MMTC.
- (a) The Bidder(s) / Contractor(s)/Buyer(s)/ Vender(s) /Agency shall not, directly or through any other person or firm, 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 or any kind whatsoever during the tender process or during the execution of contract.
- (b) The Bidder(s)/ Contractor(s) / Vendor(s) / Agency shall not enter with other Agency 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) /Contractor(s)/Buyer(s) /Vendor(s)/ Agency shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/ Prevention of Corruption Act; further the Birder(s) / Contractor(s)/ Buyer(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
- (d) The Bidder(s) /Contractor(s)/Buyer(s) /Vendor(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) /Contractor(s)/Buyer(s) /Vendor(s)/Agency if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts :

If the Agency, before award or during execution has committed a transgression through a violation of this Clause, above or "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 Agency from undertaking any transaction with MMTC and /or declare the Agency ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages

If MMTC has disqualified the Agency from the tender process prior to the award or during execution according to this Clause MMTC shall be entitled to demand and recover from the Agency/Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

25. 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 to 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.

26. Amendment /Modification:

Any amendment /modification of the Contract shall be in writing and signed by an authorized representative of each Party which shall form the part of the existing contract.

FOR & ON BEHALF OF THE AGENCY

FOR & ON BEHALF OF MMTC LIMITED

SIGNATURE OF
AUTHORISED SIGNATORY
OF THE AGENCY & THEIR SEAL

SIGNATURE OF
AUTHORISED SIGNATORY
OF MMTC MUMBAI & THEIR SEAL

Witnesses:- Name, address & Signature

1.

1.

2.

2.

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. _____ dated _____

MMTC Limited

MMTC House, Plot No.C 22,

E Block, Bandra Kurla Complex,

Bandra (East), Mumbai – 400 051.

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi – 110 003 and one of its office at Mumbai at MMTC House, Plot No .C 22, E Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter called 'the MMTC') have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s _____ address _____
_____ (hereinafter called the DETECTIVE AGENCY).
2. AND WHEREAS the DETECTIVE AGENCY 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. _____ (being _____% of the CONTRACT value).
3. AND WHEREAS at the request of the DETECTIVE AGENCY, we _____ Bank _____
_____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to M MTC, immediately on demand upto and not exceeding the sum of RS. _____ payable by the DETECTIVE AGENCY in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the DETECTIVE AGENCY has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us. ...2/-

4. We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the DETECTIVE AGENCY notwithstanding any dispute raised by DETECTIVE AGENCY 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; failing which Bank shall pay interest @ 18% on monthly rest basis for such delayed period calculated from the date of receipt of written Demand till the date of payment.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____ (plus interest, if any, as mentioned at Clause No.4 above). Our liability/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 the 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 DETECTIVE AGENCY from time to time or the postpone for any time or from time to time, any of the powers exercisable by the MMTC against the said DETECTIVE AGENCY and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall be relieved from our liability by reason of any such variation being granted by the said M/s/ DETECTIVE AGENCY.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of _____ only by MMTC.

...3/-

11. We, _____ (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said DETECTIVE AGENCY.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersign has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED, SEALED AND DELIVERED THIS _____ THIS DAY OF _____ 2021.

Yours faithfully,

For and on behalf of _____ Bank
Address _____

(BANKER's Seal)