



CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200.

Tender No. MMTC/CO/COMP/CRM/2017-18/1317/II

Dated: 01.08.2017

Request for Proposal For Procurement, Implementation & Maintenance of CRM solution at MMTC Limited

SECTION – 1

MMTC is a leading international trading company of India. MMTC is 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 continues as the canalized agency for export of Iron ore, Manganese ore & Chrome ore. MMTC is also one of the three canalizing agencies for import of urea. Presently, MMTC is one of the nominated agencies for import of gold and silver. Its vast international trade network, which includes a wholly owned subsidiary in Singapore covers almost all countries in Asia, Europe, Africa, America etc. giving MMTC global market coverage.

This Request for Proposal (RFP) is to invite proposals from Bidders for procurement, customization, installation and commissioning of comprehensive Customer Relationship Management (CRM) Solution for MMTC Limited.

Date of commencement of RFP	01.08.2017
Last Date and Time for Receipt of Bids	16.08.2017 by 1500hrs
Date of opening of Technical Bids	16.08.2017 by 1530hrs
Date of opening of Price Bids	Will be informed later
EMD	Rs.50,000.00 (Rupee Fifty Thousand) only in the form of DD payable at MMTC Limited , New Delhi
Contact Person(s)	Mr. Narendra Kumar, Manager (Systems)
Address for Communication and submission of bid	MMTC Limited, Core – 1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003

MMTC Limited reserves the right to change the dates mentioned above in the RFP, which will be published on MMTC Limited official website www.mmtclimited.com, CPP Portal <https://eprocure.gov.in> and MMTC E-Tendering website <https://mmtc.eproc.in>.

SECTION 2

1.1 General

1. The Bidder should be an OEM or Authorized Vendor of a CRM Solution provider. If the bidder is Authorized vendor/partner of OEM solution provider he must submit documentary proof.
2. The Bidder will be the one point contact to provide the solution to the MMTC Limited.
3. The MMTC Limited reserves the right to inspect CRM Solution installation/s/implementation while evaluating the Technical Bid. The Bidder to obtain permissions and bear all the expenses in this regard.
4. Technical Bid consist of Annexure-I,II,III,IV.

1.2 Pre-qualification criteria

S. No.	Minimum Qualification Criteria	Documents Required
1	The bidder should be a company registered under Companies Act as per Government of India. The Bidder should have been in operation in India for a period of at least for 5 years from the date of bid submission.	Certificate of incorporation/Registration Certificate, PAN Card & Service tax Registration Certificate to be provided by the bidder
2	Bidder's average annual turnover of Rs.200 lakhs for three financial years (FY 2015-16, 2014-15, 2013-14)	Audited balance sheet is to be submitted with summary as cover page on company's letterhead.
3	Bidder should have successfully executed at least one CRM solution projects in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Corporates/MNC during last three years from the date of bid submission, having minimum contract value of at least Rs. 20 Lakhs.	Bidder should submit copy of Work order & Completion certificate along with scope of work and contract value. Also submit the details of completion certificate issuing authority like Name, Designation, Address, Contact details, email Id etc.
4	Bidder should be CMMI level 3 or ISO 9001:2015 complied or higher.	Proof as Valid Certificate to be enclosed
5	The Bidder should not have been black listed by any Central Govt/State Govt/PSUs.	Undertaking regarding this should be provided by the bidder
6	The company should be profitable in last three years FY 2015-16, 2014-15, 2013-14	Certificate from Auditor to be provided by the bidder.
7	The bidder should be OEM or authorized partner/vendor of the OEM	If Authorized partmenr/vendor ,the bidder should provide authorization certificate from the OEM

SECTION 3

SCOPE OF WORK

Please refer Annexure-“T”.

1.3 Evaluation of Technical Proposal

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 70% in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified bidders alone shall further be opened.

Sl No	Parameters	Maximum Weightage
1	Bidder having Quality Certification Appropriate ISO 9001:2015 or CMMI Level 3 – 3 Marks. Bidder having Quality Certification Appropriate ISO 9001:2015 and CMMI Level 3 – 5 Marks.	5
2	Bidder having average annual turnover of Rs. 200 Lakhs or above during last three financial years as on Bid publication date. Rs. 200 L to Rs. 300 L – 1 Mark Rs. 300 L to Rs. 500 L – 3 Marks Above Rs. 500 L – 5 Marks	5
3	In last 3 years from the date of RFP, Firm / Agency must have completed minimum 2 projects on Development of Web and Mobile Application in Government/PSU/ Private Sector. 4 marks for each project.	20
4	In last 5 years from the date of RFP, Firm / Agency must have completed minimum 2 projects on CRM application development in Government/PSU/ Private Sector. 4 marks for each project.	20
5	The Firm / Agency must have minimum 4 experienced & Certified CRM professionals from OEM with a minimum 5 years of experience in handling similar type of projects. 5 years – 7.5 years – 2.5 marks each for up to 2 professionals > 7.5 years – 10 years – 5 marks each for up to 2 professionals > 10 years – 7.5 marks each for up to 2 professionals	15
6	Approach & Methodology including but not limited to the following: <ul style="list-style-type: none">• Overall Proposition for MMTc• Mapping of Approach & Methodology as per the Scope of Work requirements• Proposed Business Model (Cost effective & Viable)• Content Development Strategy• Helpdesk	20
7	Technical Presentation / Demo (Only for proposals meeting the pre-qualification criteria)	15

Evaluation of the Commercial Proposal

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

- The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \left\{ \left(\frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \right) \times 100 \right\} \% \text{ (Adjusted to two decimal places)}$$

- Only fixed price financial bids indicating total price for all the deliverables and services Specified in this bid document will be considered.
- The bid price will not include taxes and levies and shall be in Indian Rupees and mentioned separately.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

Combined and Final Evaluation

The technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks) F_n = Normalized financial score of the bidder

In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

SECTION 4

Project Time line & Schedule

MMTC envisages the completion of the successful implementation of the project within a timeframe of 10 weeks from the start of the project. Post successful Go-Live, the bidder need to maintain and support the application for a period of 5 years.

Description	Activity	Timeline
Development, Customization & configuration of CRM Solution	Project Start	T = Date of signing of Agreement
	Supply and installation of Licenses	T 1 = T+ 2 Weeks
	Development & customization of CRM application	T2 = T1+ 8 Weeks
	Training and User Manual by bidder (venue MMTC N Delhi)	T3 = T2+2 Weeks

	UAT & Go-live	T4 = T3+2 Weeks
	AMC, Development & Customization as per the requirements of MMTC from time to time for the software	For the period of 5 years after go live date

SECTION - 5

Payment Terms

Component	Payment Terms
Supply and installation of CRM Licenses	100 % payment shall be released after successful Go-Live on approval of MMTC competent authority and after submission of Bank Guarantee and its confirmation.
Development & Customization of CRM Solution including Cloud hosting services till Go-Live as per the requirements of MMTC	
AMC, Development & Customization as per the requirements of MMTC from time to time for a period of 5 years	Pro-rata payment shall be released on half yearly basis after satisfactory completion of services

SECTION - 6

OTHER TERMS & CONDITIONS:

6.1 Period of bid validity: Bids will be valid for 90days from bid submission date.

6.2 Earnest Money Deposit:

A sum of Rs. 50,000/- (Rupees fifty thousand only) has to be deposited by the bidders as Earnest Money Deposit along with the technical bid in a separate envelope. The payment has to be made in form of Demand Draft/Pay Order drawn in favor of “MMTC Limited” and payable at New Delhi/Delhi. Technical Bid without EMD amount will be rejected. EMD will be refunded to unsuccessful Bidders after award of the contract. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission of Performance Guarantee in the form of Bank Guarantee and its confirmation from the issuing and next higher authority of the bank branch. No interest will be paid by MMTC on EMD. 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. Should the RFP be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

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.

6.3 BID SUBMISSION:

The bid shall be submitted in two parts, Technical and commercial bid.

1. TECHNICAL BID: Technical bid in physical form in sealed envelope along with EMD must be submitted at the tender box placed at 5th floor, System Division by the bid submission time. EMD to be submitted in a separate envelope.

The sealed envelope shall be addressed at the following address:

Mr. Narendra Kumar, Manager (Systems), MMTC Limited, Core – 1, Scope Complex, Lodi Road, New Delhi – 110 003.

2. **COMMERCIAL BID:** The commercial bid must be submitted in Electronic Mode only on the MMTC E-Tendering website <https://mmtc.eproc.in> by the bid submission time.

TERMS & CONDITIONS FOR E-TENDER:

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTER HEAD.
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.
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.
4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 10.0 AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS 7.
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST

(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))

Contact Nos. +91-124-4302000 for helpdesk officers

Dedicated helpdesk for MMTC

Name	Email	Phone numbers
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Service provider's authorized official and will bind to the Service provider to the contract. The person or persons signing the bid shall sign all pages of the original bid, except for un-amended printed literatures.

The Service provider shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

Bid submitted by FAX/email will not be accepted. Postal delay in submission will not be condoned

The commercial bid will be opened for technically qualified bidder. The date and time of opening of commercial bid will be intimated in due course of time. The person attending the opening of commercial bid should bring authorization letter for the same from the company.

6.4 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this RFP, and not to stipulate any deviations. MMTC reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this RFP.

6.5 CLARIFICATION OF BIDDING DOCUMENTS:

Any Bidder requiring any clarification on the bid documents or clarification for existing IT infrastructure may notify MMTC in writing within one week of date of RFP. MMTC shall respond in writing through post/email to any request for clarification, or by way of issuing corrigendum on MMTC's website at www.mmtclimited.com , CPPP portal at <https://eprocure.gov.in> and <https://mmtc.eproc.in> . All Corrigendum to this RFP shall be issued through above websites only. Bidders are advised to continuously visit our websites.

For any further Technical clarification, the bidder may contact Mr. Narendra Kumar, Manager (Systems), Email nkumar@mmtclimited.com, Phone 011-24381343.

6.6 CLARIFICATION FROM BIDDERS:

MMTC may seek clarifications and supporting documents from bidder during the evaluation of bids.

6.7 AMENDMENTS TO BID INFORMATION:

MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date and time of the bid. Such revisions or amendments shall be announced by Corrigendum on MMTC's website at www.mmtclimited.com , CPPP portal at <https://eprocure.gov.in> and <https://mmtc.eproc.in>. The bid submitted by the Bidder shall take into account all such amendments/revisions. All corrigendum shall become integral part of this RFP.

6.8 MMTC reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the MMTC's action.

6.9 Award Criteria:

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

6.10 SIGNING OF THE CONTRACT:

The successful Bidder shall be required to enter into a contract by signing and accepting the work order and Non – Disclosure Agreement (Annexure- VII) with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC.

6.11 PERFORMANCE GUARANTEE: (As per Annexure-VI)

The successful bidder 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.

6.12 DELAY PENALTY CLAUSE:

Timely delivery and implementation is the essence of any project. If the successful bidder fails to deliver and implement the project in time period as mentioned in the Section 4, A penalty of 0.5% per week of the contract value shall be levied subject to a maximum of 5% of the contract value.

6.13 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.

6.14 PENALTY FOR SERVER DOWN TIME:

APPLICATION SERVICE PROVIDER (ASP) Model: The CRM services [website(e-portal) as well as complete software , 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.

6.15 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.

6.16 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.

6.17 BIDDER'S RESPONSIBILITIES AND LIABILITIES:

- a. **TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY**

Bidder will defend all actions against MMTC claiming that the software infringes any trade secret, copyright or duly issued patent or any other reputes 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. Bidder shall be responsible for all liabilities arising out of or in connection with
- c. Damage of data, computer database or any other software residing in their computer, computer system or computer network is caused;
- d. Denies or causes the denial of access to any person authorized by MMTC to access any computer, computer system or computer network by any means;
- e. Provides any assistance to any person 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;
- f. Tampering with computer source documents.
- g. Hacking with Computer System.
- h. Breach of confidentiality and privacy.

6.18 INDEMNITY:

The successful Bidder shall provide Indemnity bond on stamp paper that at all times indemnify MMTC, being unlimited with the time, against all claims which may be made in respect of infringement of any rights protected by patent registration, design or trade mark or for any other reason for performance of the Contract by the successful Bidder. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Bidder and the Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from and indemnify MMTC for any loss/damage/cost/expenses etc.

6.19 FORCE MAJEURE:

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, hostility, 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. 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. If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 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 the above circumstances and their duration.

6.20 Dispute Resolution

(a) Conciliation :

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.

(b) 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.

(c) 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.

6.21 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.

6.22 FRAUD PREVENTION POLICY

(a) 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 at MMTC) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

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

(b) 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.

- (c) **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to clause mentioned above, 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.

6.23 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.

6.24 Help Desk :

The service provider shall provide dedicated helpdesk support / on the job training etc. to stakeholders during the contract period. The service provider however recognizes the fact that the executive will require to work beyond the business hours and holidays on need basis.

The service provider shall display the contact details of helpdesk executives with mobile number and e-mail ids on front page of their portal with escalation matrix.

DISCLAIMER:

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

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

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

Annexure – I
SYSTEM FUNCTIONAL & TECHNICAL SPECIFICATIONS

Part A - Functional Specifications

This is the standard suite of modules for end-to-end customer relationship management including contact management, sales/purchase collaboration, logging interactions, tracking opportunities, tracking marketing efforts and campaigns. The bidder may be required to link the CRM solution with ERP for the purpose of data exchange if and when required.

Note: In the Last column please mention “B” – if feature is available in base version, “C” – if the feature needs to be customized

SI No	Particulars	Compliance (y/n)	Base / Customisation (B/C)
1	General Requirements		
1.1	The proposed solution shall be the central access point for all customer interactions and relationships.		
1.2	The proposed solution must already exist and is a proven solution.		
1.3	The proposed solution must include reference sites.		
1.4	The proposed solution must provide comprehensive and easily accessible on-line help facilities to the users.		
1.5	The proposed solution must support multiple communication devices such as Web, handheld computers and enable user access customer data anytime, anywhere		
1.6	The proposed solution should be deployable on smart clients, e-portal clients, mobile clients and offline clients.		
1.7	The solution must allow easy access to data, functionality and provide an easy user experience to help to enhance		

	productivity.		
1.8	The solution must allow users to track letters, email messages, tasks, and other information relating to customers in one place so that the users can work more productively.		
2	Sales/Purchase Management		
2.1	Application should enable lead creation		
2.2	Categorization of lead as per its source		
2.3	Routing of leads across end users and defines stages		
2.4	Capture lead qualification status		
2.5	Convert leads into opportunities		
2.6	System should enable classification of opportunities as per predefines classification parameters		
2.7	Should trigger appropriate workflows to initiate necessary actions on those opportunities		
2.8	Assigning of tasks to respective agents to progress qualified opportunities		
2.9	Automated workflows for mail notifications, redistribution of leads, detecting duplicate opportunities		
2.10	The system should be able to track actual performance against plan and throw up dashboards (e.g.: stage wise lead conversion funnel, sales agent performance, opportunity ageing)		
3	Contact Centre Management		
3.1	The agents must be able to receive incoming emails via their personal work queue.		
3.2	The solution must be able to automatically send an acknowledgement for an incoming email.		
3.3	The solution must be able to create a case based on an issue from an inbound email.		
3.4	The solution must be able to create response templates.		
3.5	The solution must be able to monitor agent and email queues.		

3.6	The solution must provide the monitoring for the transactions and necessary reporting based on agreed SLA.		
4	Marketing		
4.1	Create campaigns including details such as campaign type, campaign status, offer, expected response, proposed start and end date, actual start and end date		
4.2	Capture campaign financials details such as costs and expected revenue		
4.3	Associate target product to campaign		
4.4	Associate sales literature such as product brochures to campaigns		
4.5	Associate target marketing list of prospects and customers to campaign		
4.6	Capture campaign planning tasks and able to assign tasks to specific individuals for follow up and track completion		
4.7	Campaign responses are tracked for users to capture prospect/customer's response if they are interested or not interested in the offer.		
4.8	Campaign responses can be automatically converted into a lead or opportunity and associated with the relevant customer record.		
4.9	For conversion of lead, information of account, contact and opportunity can be automatically brought over and associated with customer records or new record can be created for prospects.		
4.10	For disqualified leads, status can be updated accordingly.		
4.11	Campaign Performance analysis and reporting including details such as activity completion, types of responses.		
5	Offline Client		
5.1	The proposed solution must be able to support offline mode.		

5.2	The proposed solution must be able to support all or selected CRM functionality on the offline client.		
5.3	The access of CRM data on the offline client must be controlled by the CRM system and provides access and relevant data to authorized individuals only.		
5.4	The proposed solution must ensure security of CRM data in offline mode with encryption, authentication, and authorization technologies.		
5.5	The proposed solution must ensure users see only the data they need with role-based data access and encryption for offline data.		
5.6	The proposed solution must include tools or configuration options to manage information available in offline client.		
6	Mobile Support		
6.1	The proposed solution must provide CRM data and functionality to your mobile workforce anywhere through browser enabled mobile devices.		
6.2	The proposed solution must enable mobile users to not only view CRM data but also with online update capability.		
6.3	The proposed solution must ensure users see only the data they need with role-based data access.		
7	Reporting and Analytics		
7.1	The business intelligence capabilities must cut across all modules in the CRM application with integrated reporting and analytics.		
7.2	The proposed solution must provide an integrated reporting tool for new reports to be created as required.		
7.3	The proposed solution must have comprehensive reports for various activities in CRM.		

7.4	Additional reports or changes to existing reports must be easily created by end users and should not require major effort from IT department.		
7.5	Reports must have restricted access based on user responsibility.		
7.6	The ad-hoc reporting tool must enable reports to be exported to other formats like Excel and PDF format.		
7.8	The proposed solution must provide CRM analytic capabilities that provide complete scenario analysis to measure the effectiveness of current activities and generate performance details.		
7.9	The proposed business intelligence must provide a set of pre-built dashboards which can be easily configured to meet specific requirements.		
7.1	Pre-built dashboards should include key operational metrics for executive, sales, service and marketing.		
7.11	Example of prebuilt dashboard such as Sales dashboard should include sales performance, tracking actual revenue against target, tracking sales achievement against quota for each sales person, tracking list of top performers, pipeline funnel report.		
7.12	The integrated business intelligence analysis and dashboards must have restricted access based on user responsibility.		
7.13	The proposed business intelligence must be able to drill down from the summary level to the transaction level details.		
7.14	The proposed solution must be capable of incorporating KPIs which can be assessed during appraisal and can be monitored and tracked by authorized users enterprise- wide.		
7.15	The proposed solution must provide these KPIs monitoring in scorecards formats with advanced controls such as		

	traffic light, gauge and meters to track achievement status.		
8	Architecture		
8.1	The Application should be implemented as a SOA compliant architecture.		
8.2	The application should be built on a Industry standard technology platform.		
8.3	The application should provide technical tools to configure & customize the technical features of the product.		
8.4	The application should be based on an object model framework with technical features to review & configure each layer of the framework.		
8.5	All objects involved in the delivery of the solution should be managed through a unified technical tool set		
8.6	The platform should enable the extension of the application to create new objects and link the same with existing objects within the unified tool		
8.7	The technical tool should support creation of all elements of the application through a user interface approach.		
8.8	Configuration of user interface forms, tables, business rules, dashboards & searches should be possible in the technical tool.		
8.9	User interface design should cover addition of fields, controls, tabs & grouping into flexible sets of functions on each form.		
8.1	The platform should support end user personalization of key elements such as dashboards, column orders & searches.		
8.11	The reporting platform used in the solution should leverage industry standard products which support basic & advanced reporting features.		
8.12	The reporting platform should be able to generate reports LOB Wise, Client wise, customer segment wise etc		

9	Hosting		
9.1	The application must be hosted on the cloud provided the Cloud service provider should be empaneled with Ministry Of Electronics & IT , GOI.		
9.2	The system should have high availability & Uptime		

Part B - Technical Specifications

Sr. No	Requirement	Response	Remarks / Comments
1	Technical Requirements		
1.1	Client software for system users should be browser based or smart client based supporting Microsoft		
1.2	Should provide for: - Scalability/Clustering (Workflow/Rule Engine servers)		
1.3	Which application server platforms does the vendor		
1.4	Does the system provide APIs for interoperability of the product with other systems?		
1.5	What facilities does the product provide to integrate with middleware environments?		
1.6	Which external BPM and workflow products does the product integrate with and are certified by the vendor?		
1.7	Should be able to inter-operate with other back-office		
1.8	The system should have a robust BCP architecture		
2	System Administration & Security		
2.1	Should provide a UI for System Administration		
2.2	Should provide for remote server administration		
2.3	Should support LDAP, NIS, MS Active Directory for user management		
2.4	Should support single sign-on		
2.5	Should encrypt user passwords		
2.6	Should support archival which is automated (scheduled)		
2.7	Should maintain audit trail		
2.8	Should maintain log for all transactions/changes		
2.9	Please provides details about level of security provided in		

2.10	Restricted read/write(create/update) access to menus		
2.11	Should facilitate defining security (read, write, delete, edit) at multiple levels e.g. User, Role / Group,		

2.12	Should maintain error log		
2.13	Should maintain unique error codes		
2.14	Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's		
2.15	Password policies should be configurable in the		
2.16	Passwords should be stored in the database in an		
2.17	System must provide Maker/Checker facility for critical		
2.18	System must support many levels of users levels of users		
2.19	System must provide for data confidentiality/integrity		
2.20	The system should be available in active mode in Primary data centre & passive mode in disaster recovery site		

Annexure II

S. No.	Minimum Qualification Criteria	Documents Required
1	The bidder should be a company registered under Companies Act as per Government of India. The Bidder should have been in operation in India for a period of at least for 5 years from the date of RFP.	Certificate of incorporation/Registration Certificate, PAN Card & Service tax Registration Certificate to be provided by the bidder
2	Bidder's average annual turnover of Rs. 200 lakhs for last three financial years (FY 2015-16, 2014-15, 2013-14)	Audited balance sheet of last three FY 2015-16, 2014-15, 2013-14 is to be submitted with summary as cover page on company's letterhead.
3	Bidder should have successfully executed at least two CRM solution projects in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Large Corporate/MNC (such large corporate/MNC should have turnover more than Rs.100 crores) during last three years(FY 2015-16, 2014-15, 2013-14), having minimum contract value of at least Rs. 20 Lakhs each	Bidder should submit copy of Work order & Completion certificate (mandatory)
4	Bidder should be CMMI level 3 or ISO 9001:2015 complied or higher.	Proof as Valid Certificate to be enclosed
5	The Bidder should not have been black listed by any Central Govt/State Govt/PSUs	Undertaking regarding this should be provided by the bidder
6	The company should be profitable in last three years FY 2015-16, 2014-15, 2013-14	Certificate from Auditor to be provided by the bidder.
7	The bidder should be OEM or authorized partner/vendor of the OEM	If Authorized partner/vendor ,the bidder should provide authorization certificate from the OEM

Annexure III

DECLARATION BY BIDDER

I hereby declare that :

- (a) **Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government agencies/Public Sector Undertaking/Govt. Authority.**

Signature:

Name:

Designation:

Company/Firm

Date:

Annexure IV

ACCEPTANCE OF TERMS & CONDITIONS OF RFP

I declare that

- (a) **Our Company/Firm is agreeable to the terms and conditions of the RFP. A copy of the same duly signed by us is attached.**

Signature:

Name:

Designation:

Company/Firm

Date:

Annexure V

Commercial Bid

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

Description of Work	Qty	Unit Rate (INR)	Total Cost (INR)
Supply and installation of CRM Licenses	20		
Development & Customization of CRM Solution including Cloud hosting services till Go-Live as per the requirements of MMTC	1		
AMC, Development & Customization as per the requirements of MMTC from time to time for a period of 5 years	1		

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

ANNEXURE VI

PERFORMANCE BANK GUARANTEE (Rs.100 stamp paper)

No. _____ Date _____

To
MMTC Limited
Core-I, Scope Complex
7. Lodhi Road
New Delhi – 11

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 and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to 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 thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. 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 or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ ,

Witness: 1.
2.

(Authorised Signatory)
With Seal & Signature

ANNEXURE VII

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] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.
- (e) to inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and
- (f) to keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from MMTC as “Confidential”.
- (g) the Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the MMTC’s Products which are the exclusive property of MMTC and are critical for the business of the MMTC and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of MMTC.
- (h) The [INSERT NAME] shall not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.
- (i) [INSERT NAME] shall notify MMTC promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the MMTC’s Confidential Information by any person or entity other than MMTC and its Authorised Representatives
- (j) promptly furnish to MMTC full details of the unauthorised possession, use or knowledge, or attempt thereof;
- (k) use reasonable efforts to assist MMTC in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;
- (l) use reasonable efforts to cooperate with MMTC in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and

- (m) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information

3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:

- (a) at the time of its disclosure to [INSERT NAME] is in the public domain;
- (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall, prior to disclosure, promptly notify MMTC or 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 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.**

6 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

(c) Conciliation :

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.

(d) 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.

(e) 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:

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.

ANNEXURE- VIII
BIDDER INFORMATION

Tender No.	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	

CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Company Name / stamp of the

ANNEXURE-IX

PROFORMA

Details to be furnished on Vendor / Customer Letter Head

Vendor Code _____

The banking / Account Details are as furnished below: -

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

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

5. Branch Code _____
6. Account Type _____
(Saving/Current) (SA/CA)

7. E-mail ID (If any) of Vendor _____

A blank cancelled cheque has been enclosed herewith

Thanking You,

Certified by Bank regarding Banking details

(Vendor's Signature & Seal)

(Bank Seal & Signature of Bank official)