



Delhi Regional Office, F-8-11, Jhandewallan Flatted Factory Complex, Rani Jhansi Road, NEW DELHI – 110055.  
CIN: L51909DL1963GOI004033

No. MMTC/PMD/2017-18/RFP/BPO

14<sup>th</sup> July, 2017

## **REQUEST FOR PROPOSAL (RFP)**

**MMTC invites e-tender ( techno-commercial) from  
BPO/CALL CENTRE COMPANIES to assist MMTC in sale  
of its Indian Gold Coin, Jewellery (Plain Gold/Studded),  
Sanchi Silverware and Gold/Silver Medallions Through its  
TOLL FREE NO**

**1800-1800-000.**

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## CHAPTER– 1

### 1.1 BACKGROUND

MMTC was established in 1963, and is today India's leading international trading company. It is the first international trading company of India to be given the coveted status "SUPER STAR TRADING HOUSE" and it is the first Public Sector Enterprise to be accorded the status of "GOLDEN SUPER STAR TRADING HOUSE" for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans more than 85 countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage. For more details on MMTC's business please log on to our website [www.mmtclimited.com](http://www.mmtclimited.com) .

MMTC has been largest importer of bullion for the last 20 years. MMTC has also been the pioneer for import of rough diamonds, precious and semi-precious stones for the last 3 decades. Approx 26% of India's gold requirement are imported by MMTC apart from importing sizeable quantities of silver and platinum. All major jewellery manufacturers, exporters as well as small and medium artisans of India are serviced by MMTC.

MMTC was the first corporate house to start minting gold and silver coins in 1996. In the past 21 years, MMTC has been accepted as one of the trusted supplier for medallions for meeting the requirements of large corporate houses as well as individual retail customers. MMTC has also been the pioneer in introducing the hallmarked plain Gold jewellery. Our own exclusive showrooms and an array of corporate franchisee sell specially crafted and designed hallmarked jewellery and quality certified medallions throughout the year. Specific jewellery exhibitions are also held to bring under one roof the craftsmanship of Indian jewellery from all parts of the country. MMTC has also made Indian jewellery popular abroad through our own exhibitions.



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MMTC has been the forerunner for establishing assaying and hallmarking center in Delhi. Several centers are now operational all over the country.

The newly added product in MMTC's product line is The Indian Gold Coin (IGC). IGC is the first ever National Gold offering by the Government of India and was launched by the Hon'ble Prime Minister Mr Narendra Modi on 5<sup>th</sup> November 2015.

The government has mandated MMTC Ltd. to launch and market the Indian Gold Coin. The Indian Gold Coin is of 24 karat purity, 999 fineness and has the national emblem of Ashok Chakra engraved on one side and the face of Mahatma Gandhi as in currency notes on the other. Currently, the coins are available in denominations of 5 and 10 grams and 20 grams bullion with more weight options to be launched later. The coin carries advanced anti-counterfeit features hence protecting consumer interests and comes in tamper-proof packaging. These are minted by the Security Printing and Minting Corporation of India Limited (SPMCIL) and hallmarked by the Bureau of Indian Standards (BIS).

Sanchi silverware, the most sought after silverware brand has been growing in popularity. A wide variety of items especially designed and manufactured with sterling (92.5% purity) are available throughout the country through our stores. To meet the ever growing demand of MMTC's products.

## **1.2 OBJECTIVE:**

MMTC intends to use services of prime BPO vendors/Call centers to assist & promote sales of Indian Gold Coin, Gold jewellery (Plain/Studded), its own brand "Sanchi" lifestyle Silverware products / Gold/Silver Coins. The primary objective is to enable the customer to receive complete information as regards the products available to arrive at a decision for purchase. Simultaneously, the facility would also be used by MMTC to use telemarketing data of MMTC Retail products so as to interact two ways with the existing / potential customers for generation of new business/customer. Apart from marketing of retail products, MMTC may assign telemarketing or other activities as it may deem fit as defined in scope of work (chapter2) to the selected bidder.



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### 1.3 BID PROCESS

1. 1.3.1 The bidding for the project would be **in single submission** comprising two-stage system technical bid and financial bid (e-tender). First stage would be evaluation of technical parameters of the bidders based on their Technical Bids. Second stage would be the evaluation of financial bids of technically qualified bidders. Bidding process will be online. **Place of Tender Submission** Through e-Tender on MMTC e-procurement website <https://mmtc.eproc.in>.

1.4 Earnest Money in physical form should reach us on or before closing date or at the time of tender.

### **1.5 ELIGIBILITY CRITERIA (Supporting document(s) to be enclosed or else bids will be rejected)**

1.5.1 The bidder company/firm should be registered in India.

1.5.2 The Bidder, in case of Companies, Firms and other incorporated bodies, must be in existence for three years.

1.5.3 The bidder should have varied clientele from different sectors of which at least one each should be from inbound telecom, banking & one Government entity for its BPO/Call Centre operations.

1.5.4 The Bidder should have minimum 300 seat Call center /BPO operations.

1.5.5. The bidder should have well supported IVR system, call recording facility and remote barging facility along with Disaster recovery site.

1.5.6 The bidder should be National *Do Not Call* Registry (NDNC Registry) compliant.

1.5.7 The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. The certificate to this effect should be enclosed duly certified by a Chartered Accountant.

1.5.8 The Bidder company/firm should have a **turnover of Rs. 5 crores** (Rupees Five Crores only)

1.5.9 The bidder company /firm should have certifications viz ISO 9001 , ISO 27001 etc.

1.6.0 The bidder should have a GST registration and valid number.



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## **1.6 DISCLAIMER**

1.6.1 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.

1.6.2 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.

1.6.3 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.

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## **CHAPTER– 2**

### SCOPE OF WORK

#### **2.1 ACTIVITIES TO BE HANDLED BY BPO COMPANIES:**

To handle enquiries from prospective customers (through multi-lingual formats- English, Hindi and major regional languages.)

1. Reply to customer queries regarding product, prices, delivery, payment procedure for MMTC retail products off line sales including catalogue sales.
2. To do tele marketing
3. To gather customer feedback, analysis and reporting
4. MMTC events/showroom sales – analysis of customer data and reporting.
5. Query management regarding goods available on MMTC’s website and troubleshooting during purchase cycles (timings 9 a.m. to 9 P.M., 7 days a week).
6. Maintaining data base of customers/visitors and keeping them informed on incoming events through SMS/voice calls.
7. Sales through e-catalogue/physical catalogue specially to corporate customers &Govt./Semi Govt. dept.
8. Provide first level software to record the call details and should be able to issue the docket number for each call for future reference.
9. Various MIS data/reports be generated from the call data recorded by the BPO on pre-defined regular intervals and sent to MMTC.
10. Timings for the service by call centre agents shall be 9am-9pm IST, Seven days a week; during off time announcements of timings shall be done by the call centre/BPOs.
11. Reply to customer queries regarding Gold Sovereign Bond.

2.2 MMTC reserves its right to modify and/or amend the aforementioned Scope of Work solely at its discretion.



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## **CHAPTER– 3**

### **INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS**

#### **3.1 Cost of Tender Preparation:**

The bidder shall bear all costs associated with the preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the e-tendering process.

#### **3.2 Responding to Tender:**

The bidders shall respond to all articles of the offer in the same sequence and shall clearly indicate whether they accept each article separately. Each article shall be answered. The articles, which are not answered, shall be considered as “non-adhered”. **Clause by clause compliance statement for all clauses/ sections (including all Annexure) and Deviation statement as applicable should be submitted along with technical bid.**

#### **3.3 Clarification of Tendering Documents:**

Any bidder requiring any clarification of the tendering documents or for clarification sought for existing IT infrastructure may notify MMTC in writing or by e-mail. MMTC shall respond in writing or by e-mail to any request for clarification, which is received at least 3 working days prior to the deadline for the submission of e-tender.

#### **3.4 Amendments to Bid Information:**

MMTC reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any.

#### **3.5 Prices:**

3.5.1 Prices quoted shall be firm and not subject to variation on any account. The bidder should quote for the full as specified in this tender. Part bid for any items will not be accepted and liable to be rejected.

3.5.2 The prices stated in the tenders shall include all charges; duties, incidental expenses and taxes accrued. The prices stated are also to include all rights (if any) of patent;





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registered design or trademark and the Bidder shall be responsible against all claims in this respect.

### 3.6 Validity:

The bidders shall hold valid their tenders for 40 days from the closing date for the tenders. In exceptional circumstances, prior to the expiry of the original tender validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing to the request will not be permitted to modify his tender, but will be required to extend the validity correspondingly.

### 3.7 Earnest Money Deposit

3.7.1 The Bidder shall furnish an **Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only)** in physical form before opening date and time of the Technical Bid.

3.7.2 The EMD shall be in the form of a Bank Draft favouring “MMTC Limited” drawn on any Nationalized Bank or first class International Bank payable at Delhi/New Delhi and **should reach on or before due date of technical bid.**

3.7.3 **Technical Bid not secured by EMD will be rejected by MMTC.**

3.7.4 EMD will be refunded to unsuccessful Bidders. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and on submission of Performance Guarantee.

3.7.5 **No interest will be payable by MMTC on EMD.**

3.7.6 **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.**

3.7.7 Should the RFP be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

- a. 3.7.8 Tender Documents can also be downloaded from MMTC website [www.mmtclimited.com/](http://www.mmtclimited.com/) [www.eprocure.gov.in](http://www.eprocure.gov.in).

#### Submission of e-bid (s):

- i. e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III



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Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal <https://mmtc.eproc.in> (a one-time activity) independent of each other as detailed below.

- ii. **Procedure for obtaining Digital Certificate:** Bidder should obtain digital certificate to participate in the e-Tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.
- iii. **Procedure for Registering in E-Procurement portal:** Bidder has to register with our E-procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.
- iv. For any assistance on e-bidding process, please contact Mr. Pankaj Verma, Technical Support Engineer – email [pankaj.verma@clindia.com](mailto:pankaj.verma@clindia.com), mobile phone +91-7210027839 or 0120-4888888.

3.7.9 The company/firm shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

3.7.10 Last date for submission of tender is 4<sup>th</sup> August,2017 1500 Hrs IST. The technical bid will be opened on 4<sup>th</sup> August,2017 at 1530 Hrs in MMTC office, Delhi Regional office, F-8-11, Flatted Factory Complex, Jhandewallan, New Delhi in the presence of duly authorized representative of participating Company/Firm who desire to be present personally. The authorized person should bring the authorization letter from the participating Company/Firm. The opening of price bid of technically qualified bidder will be on 10<sup>th</sup> August, 2017 1500 Hrs. IST.

3.7.11 MMTC reserves the right to accept or reject any tender, and to annul the quoting process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for the Purchaser's action.

3.7.12 For any further Technical clarification, the vendor may contact Additional General Manager (Retail), 3<sup>rd</sup> Floor, F-8-11 Flatted Factory Complex, Jhandewallan, New Delhi-110 055., Phone No.91-11-23529188, e-mail : [gaur@mmtclimited.com](mailto:gaur@mmtclimited.com). Or [nsinha@mmtclimited.com](mailto:nsinha@mmtclimited.com)

3.7.13 MMTC minimum requirement at the moment is 3 seats, which can be increased/decreased by MMTC at the proportionately per seat cost. Cost of 3 seats = X, cost per seat X/3.



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### **3.8. Implementation:**

The supplier shall provide all services specified in the technical specifications in accordance with the highest standards of professional competence and integrity. MMTC reserves the right to require the replacement of any agent/ staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of MMTC.

### **3.9 Address:**

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

### **3.10 Clarification of Tenders:**

When deemed necessary, MMTC may enquire for clarifications from the bidder during tender evaluation. However, such clarifications furnished by bidders shall in no way change or cause any change in the substance of the tender submitted, or price quoted thereof.

### **3.11 Changes after opening of Tenders:**

No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable after opening of the Tenders.

### **3.12 Acceptance of Tenders:**

MMTC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.

### **3.13 Performance Guarantee (PG):**

The successful bidder will be required to submit a Performance Guarantee as per **MMTC's prescribed Proforma AS PER Annexure - I** on an appropriate value of stamp paper, calculated at the rate of ten percent (10%) of the contracted value. This will be issued by a nationalized bank in India, valid till the contract period & to be submitted within 30 days from the date of acceptance of PO. 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 supplier. Such Performance Guarantee shall be valid until such date as the delivery of the



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services has been completely discharged. The vendor, who has caused and delivered the Performance Guarantee, shall not be entitled to any interests thereon. 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.

### 3.14 SIGNING OF THE Non-Disclosure Agreement.

The successful Bidder shall be required to enter into a formal Non – Disclosure Agreement (Annexure II) with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC.

### 3.15 Minimum qualification of a Cell Centre Agent:

The agent deployed for MMTC operations should have minimum Graduation as qualification & should have minimum experience of one year in BPO/ Call center.

3.15.1 The agent must have fluency in the English/Hindi, local language/dialect.

3.15.2 The Call Centre Agents shall record the name, address, e-mail, sex, contact details, queries, status of the calls, type/subject of the query, etc in a suitable format. The Call Centre Agent shall answer the query of the Customer. The information including the query asked and the answer given shall be recorded in a database and shall be used for the purpose of preparing MIS reports.

### 3.16. Working Hours

Call Centre shall operate from 9.00 am to 9.00 pm, 7 days a week. During the non-working hours of Call Centre, i.e. from 9.00 PM. To 9.00 AM, appropriate IVRS prompt in local language would be played informing the caller about the working hours of the MMTC.

### 3.17 Examination and Evaluation of Bids

a) Bids without a valid bid security in the prescribed format will be rejected.

b) Technical bid will be examined based on the following criteria:

Bidder's Eligibility requirements as defined in this tender.

Compliance to technical and commercial terms and conditions,



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Other information as asked for in the bidding document.

### **3.18 Payment Terms:**

The invoices towards the Services Rendered shall be submitted to MMTC on monthly basis at the end of every month for the no. of seats actually deployed during the month as per the agreed number of seats. MMTC shall release the payments to the supplier on monthly basis within 30 days after the receipt of the invoice subject to satisfactory performance of the contractor.

### **3.19 Taxes, Duties, Levies and Incidental Expenses:**

The bidder will bear all Taxes, Duties, Levies and Incidental expenses.

- a) The supplier is liable for all taxes and duties etc as applicable.
- b) Mandatory taxes/duties to be recovered/withheld by MMTC will be deducted by MMTC.

### **3.20 Project Duration/Completion Period:**

#### **3.20.1 Probation Period**

- a) The probation period shall be 30 days of continuous delivery of services and operation of the Call Centers following Partial Acceptance.
- b) Final Acceptance will be given subject to the satisfactory performance during probation period failing which the order shall stand automatically cancelled.

#### **3.20.2 Contract period**

The initial contract period will be for 24 months from the date of final acceptance and will be renewable at the discretion of MMTC Ltd at the same rate for further one year.

### **3.21 Indemnity:**

The Bidder shall at all times indemnify MMTC, being unlimited with the time, against all claims which may be made in respect of the said work for any issue including behavior of its Call Centre Agent or other officials which may be disliked by the person who may be either receiving or making calls to the Call Centre/BPO, Mis- representation of data/information by the Call Centre Agent, infringement of any rights protected by patent registration, design or trade mark. In the event of any claim in respect of any alleged breach of privacy, trust by the caller or the person who receives a call or breach of a patent, registered design or trade mark being made



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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 at its own cost and ownership.

### **3.22 Force Majeure:**

3.24.1 The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

### **3.23 Arbitration:**

**All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.**

**The venue of arbitration shall be New Delhi.**

### **3.24 TERMINATION FOR DEFAULT:**

3.24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.

(a) If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser;

(b) If the Supplier fails to perform any other obligation(s) under the Contract; and

(c) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

**3.27 Vendor should be ready for the demonstration and show the features/capability to nominated officials/committee. The commercials will be opened only for those bidders who qualify by the committee in technical requirements and vendor eligibility criteria.**



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**Technical Bid (ON COMPANY LETTER HEAD)**

**FORM A-1**

<u>DESCRIPTION</u>	<u>COMMENTS</u>
1 Briefly describe about the solution proposed	
2 Please provide the maximum number of locations supported by Call Centre.	
3 Please provide the hardware & software facility available in the call center	
4 Please provide the security feature details.	



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**Technical Bid**

**FORM A-2**

**BIDDER'S PARTICULARS**

1.	Name of the Company/Firm/Sole Proprietorship	
2.	Registered office Address	
3.	Corporate Profile: Chairman/Managing Director Directors/Partner	
4.	Office for correspondence: Contact person's name Designation Address ----- Telephone No/s, Mobile No. Fax No/s E-mail ID	
5.	Financial (for last 3 years) :	
	Turnover (Rs. In lakhs)	
	Profit after Tax ( ,, )	
6.	Employee strength :	
	Administrative Staff:	
	Total :	





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## **Technical Bid**

### **FORM A-3**

#### **TERMS AND CONDITIONS AS AGREED**

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:

Place:



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## **Technical Bid**

### **FORM A-4**

#### **DECLARATION BY BIDDER**

I declare that

(a) am fully authorized to quote on the behalf of the company.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:



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## Technical Bid

### FORM A-5

S.No.	<u>Description</u>	<u>Compliance (Y/N)</u>	<u>Documents attached, if any(Y/N)</u>
1	The bidder company/firm should be registered in India.		
2	The Bidder, in case of Companies, Firms and other incorporated bodies, must be in existence for three years.		
3	The bidder should be have at least one each of inbound telecom , Banking & one Government client for BPO operations and also varied clientele from different sectors		
4	The Bidder should have minimum 300 seat Call center /BPO operations.		
5	The bidder should have well supported IVR system, call recording facility and remote barging facility along with Disaster recovery site.		
6	The bidder should have National <i>Do Not Call</i> Registry (NDNC Registry) compliance		
7	The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. The certificate to this effect should be enclosed duly certified by a Chartered Accountant.		



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8	The Bidder company/firm should have a turnover of <b>Rs. 5 crores</b> (Rupees Five Crores only) from BPO/CALL center operations in India / Globally. <u>The certificate to this effect should be enclosed duly certified by a Chartered Accountant or annual report of the company.</u>		
9	The Bidder /consultant blacklisted/banned//barred by any agency / Govt. Department/Government Authority to work in the field of BPO/Call center or otherwise.		
10	Bidders involved in business of malpractices such as evasion of income tax, sale tax, octroi, excise duty etc.		
11	Criminal proceedings are pending against the Bidder or Directors of the Bidder (in case Bidder is a company) or Partners of the Bidders (in case the Bidder is a partnership firm) are prosecuted in last three years.		
12	The bidder shall disclose details pertaining to any pending litigation against them or any of its owners/partners.		
13	The bidder company /firm should have certifications viz ISO 9001 , ISO 27001 etc.		



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**FORM - B**

**COMMERCIAL BID**

<b><u>S.No.</u></b>	<b><u>Description</u></b>	<b><u>Total Amount (In Rs.)</u></b>
A.	Total Cost of minimum three blended(Inbound & outbound) seat	

**Please Note while quoting above cost:- (Minimum requirement currently is three seats, which can be either increased or decreased at a later date at MMTC's option at proportionate cost of per seat ( Cost per seat = Total cost of 3 seats/3 )**

**a). All cost should be quoted. Non-quoting of any cost will disqualify the bid/bidder.**

**b) The cost should be inclusive of Taxes.**

**c) MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost for the sales efforts. The same has to be borne by vendor.**



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## ANNEXURE I

### PERFORMANCE BANK GUARANTEE

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

Date \_\_\_\_\_.

To  
MMTC Limited  
Delhi Regional Office  
F-8-11, Jhandewallan Flatted Factory Complex  
Rani Jhansi Road,  
New Delhi – 110055.

WHEREAS .....(Service provider name & Address). (Here in after referred to as the service provider) have entered into a contract with M/S. MMTC Limited, New Delhi, (hereinafter called the "MMTC") bearing Contract No. Dated \_\_\_\_\_ for the supply of BPO/Call Centre services for a value of Rs. \_\_\_\_\_ (Total purchase order value) (Rupees \_\_\_\_\_ (in words) and whereas the service provider has agreed to provide the Call Center/BPO services as per the description provided in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_ .

AND WHEREAS the service provider is required to furnish a bank guarantee of the value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being 100% of the total value for the due performance of the contract in favour of the said MMTC. We \_\_\_\_\_ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the service provider has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the service provider. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the service



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provider and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, \_\_\_\_\_(bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the service provider and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the service provider or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the service provider , or by any latter or thing whatsoever , which under the law relating to the sureties would , but for this provision have the effect of so relieving us.

We, \_\_\_\_\_(bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_(bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said service provider in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the said service provider have no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. \_\_\_\_\_(100%of PO value) (Rupees \_\_\_\_\_(in words)). The guarantee shall remain valid up to \_\_\_\_\_ unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the service provider or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness : 1.

2.

(Authorised Signatory)

(Signed with stamp & seal of the bank)



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## ANNEXURE II

### NON - DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“The Agreement”) is signed on \_\_\_\_\_ 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)

and

**MMTC Limited** having its Regional office at F-8-11, Jhandewallan Flatted Factory Complex, Rani Jhansi Road, New Delhi-110 055 (“MMTC” which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

#### WHEREAS:

- A. [please insert the name] is engaged in the business of, inter-alia, providing Call Centre, BPO, IT solutions, Consulting, Marketing Services etc.
- B. MMTC is India's leading international trading company. 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 [please insert the name] as successful Bidder for its appointment as Call Centre/BPO, marketing service provider. Pursuant to appointment of [please insert the name] as Call Centre/BPO, marketing service provider, certain Confidential Information relating to MMTC’s business may be disclosed by MMTC to [please insert the name] which shall be subject to the terms and conditions contained in this Agreement.





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D. Both Parties agrees that the Information provided during the course of development regarding business processes and data are kept confidential to the best possible extent. Therefore [please insert the name] has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information as may be set by MMTC from time to time.

**THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS:**

In this Agreement, unless the context otherwise requires,

- (a) The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMTC that [please insert the name] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.
- (b) "Contract" means the Contract for Call Centre/BPO, Marketing service provider etc. for the intended purpose to be entered into between MMTC and [please insert the name] pursuant to the award letter dated \_\_\_\_\_ declaring [please insert the name] as successful Bidder for its appointment as Call Centre/BPO, Marketing service provider.



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- (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 [please insert the 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 [please insert the 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, [please insert the name] will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by MMTC;
- (c) [please insert the name] shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or



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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 [please insert the name] approved Representatives, [please insert the name] shall further enter into agreements with its Representatives binding them to the same obligations to which [please insert the 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 [please insert the 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, [please insert the 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 [please insert the name] will not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted



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reproduction of Confidential Information must contain all confidential or proprietary legends, which appear on the original. [please insert the name] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.

- (i) [please insert the 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 MMCT 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 unauthorised 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 [please insert the name] is in the public domain;
- (b) In the event that [please insert the name] is required or requested by any court, legislative or administrative body to disclose any



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Confidential Information, then it shall prior to disclosure promptly notify MMTC or its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then [please insert the name] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

#### **4. NO COMMITMENTS, WARRANTIES OR SOLICITATION**

- (a) The Confidential Information disclosed by MMTC to [please insert the name] shall be used by [please insert the 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 [please insert the 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.



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- (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 [please insert the 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 [please insert the 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;. [please insert the 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, [please insert the 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) [please insert the 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



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representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [please insert the name]

- (b) [please insert the 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/Copy Rights**

[please 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/copy rights, by license, implication, estoppels or otherwise, to any of MMTC's Confidential Information, or the developed computer program/software, or to any invention or any patent right that has issued or that may issue based on such Confidential



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Information. All Information disclosed is provided “as is” without any warranties of any kind.

## **Chapter 2 9 General Provisions**

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

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

## **10. TERM AND TERMINATION**

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

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

## **11. CONSEQUENCES OF TERMINATION**

(a) Upon termination of this Agreement, [please insert the 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





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- (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 [please insert the name] or its Representatives.
- (c) [please insert the 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**

If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by MMTC. The Arbitration proceedings shall be conducted at



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New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time (“Act”) and the Award so made shall be final and binding on all the parties.

## 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 notice, demand, consent or other communication (Notice) given or made under this Agreement: -

- a. Must be in writing and signed by a person duly authorized by the sender;

Must either be delivered to the intended recipient by post or by had or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:

- i) To Client  
MMTC Ltd.,  
F-8-11, Jhandewallan Flatted Factory Complex,  
Rani Jhansi Road, New Delhi-110 055.
- ii) To XYZ  
XYZ India Private Limited



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#### Address

Will be taken to be duly given or made:

- i) In the case of delivery in person, when delivered;
- ii) In the case of delivery by Regd. post, two days after the date of posting;  
and
- iii) In the case of fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages, the correct destination fax number and the result of the transmission as “ok”,

But if the result is that a Notice would be taken to be given or made on a day which is not a business day, or is later than 4.00 pm (local time), it will be taken to have been duly given or made at the commencement of business on the next business

**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 Ltd.,

F-8-11, Jhandewallan Flatted Factory Complex, Rani Jhansi Road, New Delhi-110 055.

2. Signed and delivered by:

XYZ India Pvt. Ltd,

In the presence of the following witnesses:

- 1.

- 2.