एम एम टी सी लिमिटेड
भारत सरकार का उपक्रम
MMTC LIMITED
A GOVT. OF INDIA ENTERPRISE
touching lives, adding value

CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003 TELPHONE NO: 011-24381343/1483

E-Tender No: MMTC/CO/COMP/CHECKPOINT/17-18/1324/04 **Date: 05.04.2018**

MMTC Limited Invites E-Tender for Comprehensive Annual Maintenance Contract and Renewal of licenses for Checkpoint Firewall from 03.09.2017 to 02.09.2019 along with onsite services from acceptance of the work order till 02.09.2019 at MMTC Limited, Scope Complex, Lodhi Road, New Delhi.

Earnest Money	Rs. 10,000/- (Rupees Ten Thousand Only) in form of a crossed banker's cheque/Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi. Earnest Money to be deposited along with the Technical bid.
Bid Submission	Latest By 1200 Hrs. on **26.04.2018 (Thursday)**, at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.
Tender Opening	1215 Hrs. on **26.04.2018 (Thursday)**, at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003

SECTION I

1.0 BACKGROUND

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

SECTION -2

2.1 SPECIAL TERMS & CONDITIONS FOR E-TENDER:

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL (HTTPS://MMTC.ABCPROCURE.COM) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.

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. **NOTE:** AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E-PROCUREMENT TECHNOLOGIES LIMITED (EPTL) (AS GIVEN BELOW), TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

5.

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830 / +91-(79)-40016811 / 66 / 40 / 48	HIMALAY@ABCPROCURE.COM INFO@ABCPROCURE.COM

6. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.

7. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.

- Operating System should be Windows Vista / Windows 7 and above.
- System Access with Administrator Rights, Good Internet Connection.
- Microsoft Internet Explorer 9.0 (32 bit browser only) or above
- Valid Digital Signature Certificate(s) for users.
- Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
- Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**
- Please add https://mmtc.abcprocure.com in to Trusted Website. (Tools→Internet Option → Security→ Trusted Sites→ Sites → Add this URL → Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of https://mmtc.abcprocure.com

8. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.

9. 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))		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Mr. Abhijeet Goware	**abhijeet@eptl.in**	**+91- 9265562826 |**
e-Tendering Services (Uploading / Bidding)		
Pankesh Kumar	pankesh@eptl.in	079-40270507 / 91- 9374519729
Kapil Purohit	kapil.purohit@eptl.in	079-40270564
Rahul Dixit	rahul.dixit@eptl.in	079-40270555
Radhika Chauhan	radhika@eptl.in	079-40270566
-	support@abcprocure.com	

SECTION-3

3.1 ELIGIBILITY CRITERIA:

1. The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on MMTC Limited.

2. The Bidder company/firm should be financially sound i.e.; it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17). (Copy of Audited financial statements for the last three years should be enclosed.)

3. The Bidder Company should have average turnover of Rs. 30, 00,000/- (Thirty Lac) per annum in last three financial years (2014-15, 2015-16 & 2016-17) in IT products and services. (Attach certificate on the turnover from these activities from auditor of the company.)

4. The bidder should attach a valid authorization letter from Checkpoint (OEM). The letter should remain valid during the contract period. If expires during the contract period, the bidder must have to renew the same from the OEM.

5. The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.

6. The Bidder should provide at least two work orders towards AMC of Firewall Hardware/ Software during the last three years as of bid submission date.

7. The Bidder should not be black listed or on holiday as of date of submission of tender by any Central Govt/State Government. (Undertaking regarding this should be provided by the bidder)

Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected

3.2 PERIOD OF CONTRACT

The contract between MMTC and vendor shall be valid from the date of acceptance of Work Order by the successful bidder till 02.09.2019. The same may be renewed annually for further period of one/two year on same terms & conditions/rates, if the services provided are satisfactory

3.3 DELIVERY & LOCATION:

Time is the essence of this requirement and the vendor must deliver the licenses and install the same on the servers in 8 weeks in all respective at MMTC Limited, Scope Complex, Core -1 Vth floor, New Delhi.

SECTION -4

4.1 SCOPE OF WORK: -

4.1.1 Annual Maintenance and Renewal of License of CHECKPOINT FIREWALL.

4.1.2 The existing CHECKPOINT FIREWALL Software is running on Checkpoint OS – GAIA platform. MMTC intends to Renew Check Point Firewall licenses with Support and Services and update the product to the latest version if required.

4.1.3 Bidder shall activate the renewed license on the respective server and provide support for installation of the software. Bidder shall also give telephonic/email/onsite support as on when required during the AMC period.

4.1.4 During the AMC period if the Checkpoint Server gets crashed or the application stops working the bidder is required to install the Checkpoint software again and make the system operational.

4.2 CALL REGISTRATION AND COMPLETION

a. All the maintenance calls will be logged using the complaint e-mail ID

b. Service Provider will prepare the call service slips. MMTC User & SERVICE provider Engineer will sign these.

c. The fault call should be responded within 2(Two) hrs. And should be resolved within 6(Six) hrs. after lodging of fault complaint.

SECTION -5

5.0 INSTRUCTIONS TO BIDDERS

5.1 General

5.1.1 The **E-tender** shall be submitted in two parts:
(i) Technical Bid
(ii) Commercial Bid

5.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.

5.1.3 **Definitions:**

(a) "The Purchaser" means MMTC Limited
(b) "The Bidder" means the individual or firm or Service provider who participates in this tender and submits its bid.
(c) "The Supplier" means the individual or firm supplying the services under the contract.
(d) "The Services" means all the services and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
(e) "The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
(f) "The Contract Price" means the price payable to the Supplier under the work order for the full and proper performance of its contractual obligations.
(g) **PERIOD OF CONTRACT:**

The contract between MMTC and vendor shall be valid from the date of acceptance of Work Order by the successful bidder till 02.09.2019. The same may be renewed annually for further period of one/two year on same terms & conditions/rates, if the services provided are satisfactory

5.2 Documents to be attached with the Technical Bid

5.2.1 Duly filled-in Form - A1, Form – A2, Form - A3 of ANNEXURE – I along with supporting documents.
5.2.2 Details of Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only).

5.3 Technical Evaluation Criterion

5.3.1 The Bidder should fulfill the entire criterion laid out in Eligibility Criterion.
5.3.2 The Bidder should submit all the documents to be enclosed with the Technical Bid.
5.3.3 The Bidder should submit documentary evidence in respect of all the points specified in Eligibility Criteria and also in respect of the documents to be enclosed with the Technical Bid.

5.4 Documents to be enclosed with the commercial bid

5.4.1 The Bidder shall give the Commercial Bid in Form-B1 of ANNEXURE-II.

5.5 Earnest Money Deposit to be submitted in physical form and should reach MMTC, Corporate Office on or before **1200 Hrs. on 26.04.2018 (Thursday).** Non-submission of EMD will result in rejection of bid.

5.6 The Technical bid will be opened in the presence of the authorized representative of the bidder on **26.04.2018 (Thursday), 1215 Hrs**. at MMTC, Corporate office, SCOPE Complex, Lodhi Road, New Delhi. The person intends to attend the opening should bring authorization letter for the same from the company.

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

5.8 Cost of Bid preparation: The bidder shall bear all costs associated with the preparation and submission of their Bids and MMTC shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though MMTC may elect to modify/withdraw the tender.

5.9 Amendments to bid information: MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions. The amendments shall be notified on www.mmtclimited.com and www.eprocure.gov.in and these amendments will be binding on bidders.

5.10 Prices

5.10.1 Prices quoted in the commercial bid shall be firm and not subject to variation on any account.

5.11 Validity: The bidders shall hold valid their bids for 90 (Ninety) days from the closing date for the e-bids. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. 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 their bid, but will be required to extend the validity correspondingly.

5.12 Earnest Money Deposit

5.12.1 The EMD shall be in the form of a bank draft/Bankers Cheque favouring "MMTC Limited" drawn on any Nationalized Bank or first class International bank payable at Delhi/New Delhi or in form of e-payment(NEFT/RTGS) as per details: "SBI, CAG

Branch, New Delhi – 110001", IFSC Code – SBIN0009996, CC A/C No. 10813608375. Payment advice in case of e-payment should be attached while uploading tender.

5.12.2 EMD will be refunded to unsuccessful bidders. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Guarantee.

5.12.3 No interest will be payable by MMTC on EMD.

5.12.4 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.

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

5.13 MSME/NSIC Exemption: -

5.13.1 The bidder under MSME/NSIC category as per Govt. Of India Guidelines is exempted from submission of EMD. The bidder must submit a valid certificate from the authorised issuing authorities.

5.14 A list of clients, contract start date, contract, name, address & phone number of contact person should be enclosed.

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

5.16 Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.

5.17 Acceptance of Bids: MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to 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.

5.18 Bid Currency: All costs and charges related to the bid shall be expressed in Indian Rupees only.

5.19 Opening of Bids

5.19.1 The bids will be accepted up to the date and time as specified in the tender document.

5.19.2 No bids will be accepted after tender deadline.

5.19.3 After technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price valuation.

5.19.4 All technically qualified bidders will be invited to attend the opening of commercial bids at MMTC office. The date of the opening of the Commercial bids would be communicated to the technically qualified Bidders.

SECTION -6

6.0 OTHER TERMS & CODITIONS

6.1 PAYMENT TERMS: -

6.1.1 No advance payment in any case would be made.

6.1.2 Payment for AMC will be made on half yearly basis i.e. at the end of every six months through e- Payment mode. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode and after submitting and confirmation of the performance guarantee.

6.1.3 Payment for renewal of licenses shall be made on receipt of the license/certificate and installation of the license on the server and after submitting and confirmation of the performance guarantee.

6.1.4 The payment would be made after deducting necessary taxes applicable, if applicable.

6.2 Other Expenses:

6.2.1 The bidder will bear all other expenses including Boarding, Lodging & conveyance etc. of their team.

6.3 PERFORMANCE GUARANTEE: - (As per ANNEXURE-III)

6.3.1 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, calculated at the rate of ten percent (10%) on the work order value.

6.3.2 This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.

6.3.3 Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.

6.3.4 In case of Performance Guarantee from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial Bank, other than co-operative bank or Gramin bank or Nainital Bank or Dhanlaxmi Bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.

6.3.5 Performance Guarantee shall be valid until the termination of the contract 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.

6.3.6 **Performance Bank Guarantee shall be acceptable only from such Banks who provide independent confirmation of Performance Bank Guarantee to our Auditors**

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.

6.4 **Delays in the bidder's Performance:** Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following sanctions: -

1. Invocation of its Performance Guarantee.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.

6.6 **INDEMNITY**: - The bidder irrevocably undertakes & agrees to indemnify and hold harmless purchaser in full, being unlimited with time against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from the said work for infringement of any rights protected by patent registration, design or trademark without prejudice to its other legal rights. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against Purchaser, it shall notify to the Bidder and Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from to keep the Purchaser harmless in all respects.

6.7 **LIQUIDATED DAMAGES**: -The timely execution of contract is essence of the work order. In the event of supplier's failure to deliver the services within the stipulated delivery period as per clause 3.3 & Clause 4.2(c), the liquidated damages shall be payable by them @ .5 % per week of the unexecuted order value subject to a maximum of 10% total order value to the purchaser.

6.8 **TERMINATION FOR DEFAULT**

6.8.1 The Purchaser may, without prejudice to any other remedy for breach of purchase order/ work order, by written notice of default, sent to the supplier, terminate this Purchase order/ work order in whole or in part:

(i) If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase order/ work order, or any extension thereof granted by the Purchaser.

(ii) If the Supplier fails to perform any other obligation(s) under the Purchase order/ work order; and

(iii) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

(iv) In the event of Purchaser terminates the Purchase order/ work order in whole or in part, pursuant to paragraph **6.1,** the Purchaser may proceed upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue performance of the Purchase order/ work order to the extent not terminated.

6.9 **SET OFF: -** Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by MMTC and set off against any claim of MMTC.

6.10 FORCE MAJEURE:

6.10.1 If any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of Gods and acts of Government (including but not restricted to prohibitions of exports and imports, fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.

6.10.2 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.

6.10.3 The party which is unable to fulfill its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of be above circumstances and their duration.

6.11 DISPUTE RESOLUTION: -

i. **Conciliation**:

At the outset parties may endeavor to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

ii. **Arbitration:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.
The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

iii. **Exclusive Jurisdiction**:

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

6.12 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.

6.13 FRAUD PREVENTION POLICY

6.13.1 Commitments of Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available with MMTC during their participation in the tender process) during the execution of contract and in any other transactions with MMTC.

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

6.13.2 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.

6.13.3 **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, 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.

6.14 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. Holiday listing policy is available at MMTC Website www.mmtclimited.com

6.15 **CONFIDENTIALITY:** All documents, information and reports relating to the assignment shall be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party, except with MMTC's written permission. In this regard vendor shall enter into Non-Disclosure Agreement with MMTC as per **Annexure- IV.**

6.16 **ANTI-PROFITEERING DECLARATION: -** The successful bidder has to submit AFFIDAVIT FOR ANTI-PROFITEERING DECLARATION on a non-judicial stamp paper of Rs.100/- duly notorised by notary public as per **Annexure-V**

6.17 **GST COMPLIANCE: -** In case of imported supplies, the seller shall be entirely responsible for all taxes, stamp duties, license fee and other such levies imposed outside the Purchaser's country (India) and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

All domestic purchases shall be subject to TDS provisions, if any, as per GST Act. Further Seller / Vendor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices, or other documentation as per GST Law relating to the above supply to MMTC, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Services TAX (GST) Portal.

In case, if any Input Tax Credit of GST Act is denied or demand is recovered from MMTC on account of any act of Seller / Vendor, including but not limited to non-payment of GST Charged and recovered, non-generation of e-way bill, non-filling of returns non-uploading / improper uploading of valid invoices raised on MMTC in the returns etc, the Seller /Vendor shall indemnify MMTC in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payment due to the Seller /Vendor or from Security Deposit or any other amount available with MMTC in the same or in other contracts including future contracts.

If any tax has been paid by the Seller in pursuance of any demand on account of suppression, fraud or willful misstatement of facts, then the same shall not be passed on to MMTC through Debit Notes or invoices or supplementary invoices."

6.18 For any further clarification, the bidder may contact Mr. Deepak Bartwal, DGM (Systems) e-mail Id dbartwal@mmtclimited.com or Mr. Praveen Kr Srivastava, Sr.Manager (Systems), email praveen@mmtclimited.com, Tel No: 011- 24381343/24381483

ANNEXURE – I

TECHNICAL BID

FORM- A1

Sl.No.	Description	Compliance (Y/N)
1.	The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on MMTC Limited.	
2	The Bidder company/firm should be financially sound i.e.; it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17). (Copy of Audited financial statements for the last three years should be enclosed.)	
3	The Bidder company should have average turnover of Rs. 30,00,000/- (Thirty Lac) per annum in last three financial years (2014-15, 2015-16 & 2016-17) in IT products and services. (Attach certificate on the turnover from these activities from auditor of the company.)	
4	The bidder should attach a valid authorization letter from Checkpoint (OEM). The letter should remain valid during the contract period. If expires during the contract period, the bidder must have to renew the same from the OEM.	
5	The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.	
6	The Bidder should provide at least two work orders towards AMC of Firewall Hardware/ Software during the last three years as of bid submission date.	
7	The Bidder should not be black listed or on holiday as of date of submission of tender by any Central Govt/State Government. (Undertaking regarding this should be provided by the bidder)	
Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected		

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION WITH SEAL
OF ORGANISATION

ANNEXURE – I

TECHNICAL Bid

FORM A2

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:

ANNEXURE – I

TECHNICAL BID

FORM A3

BIDDER DETAILS

Tender No.	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO./GSTIN	
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	

Place: SIGNATURE OF THE APPLICANT
Date: NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE-II

COMMERCIAL BID

FORM-B1

	SERVICE OFFERING **License renewal from 03.09.2017 to 02.09.2019**	**Qty**	**Total Charges (in Rs.) inclusive of all taxes and charges**
A	Renewal of Licenses and Support of Checkpoint Firewall for the following products (MMTC Account id – 0006096941)		
	Check Point Enterprise Software COLLABRATIVE STANDARD SUPPORT FOR CPSG-P203-CPSM-P303-F.	1	
	Smartview Monitor - CPSB-MNTR-F-SSV for one VPN-1 Gateways.	1	
	Smartview Reporter - CPSB-RPRT-F-SSV for one VPN-1 Gateways.	1	
	CPPWR-SMDF-100 - Smart Defense for VPN-1 Power Gateway 100 Users (Now Known as Checkpoint IPS Blade) for mid appliance and predefined system).	1	
B	Annual Technical support for the software. (Telephonic, email and onsite support by the bidder) from the date of acceptance of the work order till 02.09.2019		
	TOTAL		

Evaluation Criteria: The tender would be finalized on the basis of L1 criteria

Place: SIGNATURE OF THE APPLICANT
Date: NAME & DESIGNATION WITH SEAL OF ORGANISATION

ANNEXURE-III

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No.
Date

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

1. WHEREAS, MMTC Limited, having its registered office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 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 theses 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)
(for and on behalf of Bank)
With Seal & Signature)

ANNEXURE-IV

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("The Agreement") is signed at (Venue) on this _____ day of _____ 2017, by and between

..... having its registered 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 registered 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 _____ 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 _____. Pursuant to appointment of [INSERT NAME] as _____, 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 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 or 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 _____ 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 _____.

(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.;

(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 authorized 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.

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

11. CONSEQUENCES OF TERMINATION

(a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and

(b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12. GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue,

dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time. The Governing Laws applicable will be of India.

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

i. **Conciliation**:

At the outset parties shall endeavor to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

ii. **Arbitration:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.
The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

iii. **Exclusive Jurisdiction**:

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

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 post, courier or facsimile to the other party at the addresses stated below:

(a) To,

Praveen Kr Srivastava

Manager (Systems)

MMTC LIMITED

Core-1, SCOPE Complex,

7 Institutional Area,

Lodhi 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 on 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. Signature:
Name:
Address:

2. Signature:
Name:
Address:

ANNEXURE-V

(To be executed on a non-judicial stamp paper of Rs.100/- duly notorised by notary public)

AFFIDAVIT FOR ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

I, Name _____, designation _____ of M/s_____ (name of the Organization) solemnly affirm & state the following:-

That I/ we _____ (name of the Organization), have passed the benefit of input tax credit available on the_____ (good/ services) having HSN code _____ supplied to the MMTC Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

That it is further confirmed that in case any further benefit is received by me/us in future by way of availment of input tax credits which were not allowed to be availed before 1st July 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the _____ (goods/services) supplied to the MMTC Limited, then I/we will pass that benefit to the MMTC Limited also.

That we hereby undertake to indemnify MMTC from any tax loss, interest, penalty etc., levied by the authorities due to my/our delayed return/fault return/delay in deposit of Tax or any other reason attributable to me/us. That I_____ (Name and designation) am the authorized person to submit the affidavit on behalf of M/s (Name of the organization).

Deponent

Verification:
I the above named deponent do hereby solemnly state that the contents of this affidavit are true to the best of my knowledge and belief and that it conceals nothing material and that no part of it is false.

Deponent

Name & Designation of the Authorized Signatory
Name of the Organization & Seal"