

**Tender for “Strategic plan formulation to achieve sustainable business performance”**



**Tender No.: MMTC/CP/Strategic study I/2021-22**

**Dated: 28.03.2022**

**Chief General Manager  
Corporate Planning Division  
MMTC Limited  
CORE-1, SCOPE Complex,  
7, Institutional Area, Lodhi Road  
New Delhi - 110003, India  
Tel. No. 011-24381385**



Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA

Phone: 011 24381385 Website: [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in)

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## 1. Letter Inviting bid

**Tender No. MMTC/CP/Strategic study I/2021-22**

**Date: 28/03/2022**

**Subject: Strategic plan formulation to achieve sustainable business performance**

Dear Sirs,

MMTC Limited, a public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India has recorded a turnover of over INR 26382 crore during 2020-21. It is engaged in the field of international and domestic trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. For further details please visit our website: [www.mmtclimited.com](http://www.mmtclimited.com)

Given the changing industry context, the performance of MMTC has not kept pace with its peers. MMTC aims to significantly improve its position by undertaking a transformation journey that will ensure viable and sustainable growth and profitability over the next five years. In this regards, MMTC invites offers in two part bid system for selection of Management consultant for strategic roadmap creation and implementation thereof. Bidders are requested to submit their offers as per the tender document. The last date of submission of complete response is at 1000 hours IST on **19/04/2022**.

Bidders are required to submit "Unpriced Technical Bid" along with supporting documents in **electronic mode only**. Price Bid" shall also submitted be through electronic mode only for which bidders may log on to website <https://mmtc.abcpocure.com>

All bidders are also required to deposit Earnest money of Rs. 25,000 (Twenty Five Thousand rupees) before bid closing.

Bank details are

Account no. : 10813608386

Name - MMTC Limited

IFS Code - SBIN0017313

Branch Address - SBI, CAG BRANCH II NEW DELHI - 01

(Anjana Singh )  
Chief General Manager

## 2.Introduction

MMTC plans to undertake an exercise to create a strategic roadmap & implement the same in order to achieve a sustainable increase in its revenue and profitability for period 2022 - 2027.

### 3. Salient features of bidding document

Bidding document on website	:	From <b>28.03.2022 to 19.04.2022</b>
Pre-bid meeting	:	A Pre-Bid Meeting shall be held at 1430 hours (IST) on <b>04.04.2022</b> at MMTC, Conference Room, 6 <sup>th</sup> Floor, Core-1, 7 – Institutional Area, Lodhi Road, New Delhi. Queries may be forwarded by email to <a href="mailto:cpd@mmtclimited.com">cpd@mmtclimited.com</a> latest by 01.04.2022
Last date and time of submission of Bids	:	<b>1000 hours. (IST) on 19.04.2022</b>

Mode	:	ELECTRONIC MODE: Bidders may log on to website <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a>
Opening of unpriced technical bids	:	<b>1200 hours (IST) on 19.04.2022</b> In presence of authorized representatives of participating bidders.

Shortlisted Bidders shall be informed about the date of presentation and price bid opening at later stage.

If any of the days mentioned above happens to be MMTC holiday, the next working day shall be implied.

### 4.Scope of Work

To successfully achieve the objective of the project, the study is planned to be completed with emphasis over a period of **30 days** from the date of letter of acceptance covering following:

- a. **Opportunity identification and selection:** Study existing business/ products verticals and identify & prioritize product / market opportunities especially international keeping in view FTP and commercial agreement / Trade agreement signed by India with various countries that MMTC may target in the short to medium term to achieve sustainable profitable growth. The study will identify business opportunities which could be an extension to existing product / market businesses and also new opportunities
- b. **Strategy and business plan formulation for qualified opportunities:** For identifying products - market opportunities, formulate an appropriate strategy and business plan for MMTC. The strategy to be deployed needs to leverage MMTC's existing competencies / resources / office networks and required human resources optimally
- c. **Target operating model & execution roadmap creation:** Formulate a suitable Target Operating Model (identifying key process requirements, operational infrastructure, IT infrastructure, organization structure, and governance model, Operating key performance indicators (KPI's) etc.) to ensure operations of the identified strategies. Create a suitable execution roadmap specifically identifying strategic initiatives required to be deployed which will include downsizing / optimization of human resources
- d. Business Projections / plan for the next 05 years including turnover and trading income, cash flow etc
- e. Review of existing office networks of MMTC in India and abroad

## **5. Bid qualification criteria**

- Net worth of the Bidder in the Financial Year (FY) 2020 – 21 should be positive. Bidder to upload the audited annual year report (including Profit & Loss Account Statement and Balance Sheet) or submit a declaration from their Statutory Auditor stating that the net worth of the Bidder is positive.
- The bidder should have carried out strategic and business plan in respect of organizations of similar size in India in last five years.

## **6. Evaluation**

Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) as detailed in the Instructions to Bidders (ITB) enclosed in the Bidding Document. Under the CQCCBS, the Technical Proposal, i.e., Unpriced Technical Bid Evaluation will be allotted marks out of 60 (Sixty) and the Price Proposal will be allotted marks out of 40 (Forty). The total marks will be 100 maximum. Bidder shall be required to upload documents as specified in (ITB) w.r.t the Unpriced Technical Bid Evaluation.

All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Technical Bid Evaluation Criteria detailed in ITB and tender notice along with all its addendums / corrigendum's shall be signed and stamped by the bid signatory.

Experience of only the bidding entity shall be considered except as specified in the Instructions to Bidders (ITB). A job executed by a Bidder for its own plant / projects shall not be considered as experience for the purpose of Unpriced Technical Bid Evaluation. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of Unpriced Technical Bid Evaluation subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such Bidders shall upload these documents in addition to the documents specified in the Bidding Document for Unpriced Bid Evaluation. Any form of consortium or sub-contracting is not allowed under this Bid.

## **7.General**

- Bidder should not be on negative list / black listed by any PSU or Govt. Department.. Bidder to submit an undertaking in this respect. If the bidder is found to be on the negative list of any PSU/Govt Dept in last five years, before opening of price bid, further evaluation shall be stopped.
- Bidder shall not be under liquidation, court receivership or similar proceedings.
- The complete Bidding Document is available on the MMTC website: [www.mmtclimited.com](http://www.mmtclimited.com), on e-tender portal: <https://mmtc.abcprocure.com> and on Government website: <http://eprocure.gov.in>
- Corrigenda/Addenda, if any, shall also be available on the above mentioned web sites. No extension in the bid due date / time shall be considered on account of delay for any reasons whatsoever it may be.
- Bidding documents shall at all times remain the exclusive property of the MMTC.
- Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
- Unpriced Technical part of the bids shall be opened on the due date, in the presence of authorized representatives of Bidders.
- The date and time for the opening of price part of the bids shall be communicated to technically qualified Bidders at later stage.
- MMTC shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- MMTC reserves the right to accept any bid or to reject any or all the bids received at its discretion and/or to annul the bidding process at any time without assigning any reason whatsoever.

- Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future
- For detailed specifications, terms and conditions and other details, refer bidding document.
- Clarification, if any, can be obtained from Chief General Manager (Corporate Planning) through Telephone – 011 -24381385 , E-mail – cpd@mmtclimited.com

## 8. Instructions to bidders (ITB)

### 1. Introduction

MMTC Limited, a public sector enterprise functioning under the aegis of the Ministry of Commerce, Government of India and is one of the global majors in the International trade. The registered office is located at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi- 110003 (India).

### 2. Cost of bidding

**EMD** of Rs 25000 to be paid to MMTC before bid closing. Bidder will be rejected for non receipt of EMD before bid closing on any account like bank holiday, etc.,

The successful bidder is required to furnish a **Performance Bank Guarantee** equivalent to 10% of the contract value, within 07 days of issuance of Letter of acceptance (LOA) to MMTC in prescribed format, valid for minimum 06 months from the date of issuance from any of the banks acceptable to MMTC. The Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract. The Contract Performance Guarantee furnished by the successful bidder shall be irrevocable and unconditional.

### 3. Amendment of bidding document

MMTC may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.

In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

#### **4. Compliance to bid requirement**

Bidder to note that this is a ZERO deviation Bidding Document. MMTC will appreciate submission of offer based on the provisions indicated in the Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

Accordingly, Bidder must submit format for "Compliance to Bid requirement" as per as per the format enclosed in the Bidding Document duly filled in along with Unpriced part of Bid.

In case Bidder stipulate deviations, MMTC have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

#### **5. Documents comprising bid**

The Bid should be prepared by the Bidder and shall be uploaded in two parts as per the following details.

- i. PART – I : Unpriced Technical Bid
- ii. PART - II : Price Bid

##### **PART- I**

This part shall contain scanned copies of Unpriced Technical bid, which shall comprise the following, and shall be serially numbered and arranged in the order:

- i. Covering letter of Bid on Bidder's letter head as per the proforma given in the Bidding Document.
- ii. Index of the Bidding Document and subsequent Amendments / Addendums to the Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document including amendments/addendums and having accepted and considered the same in preparing and submitting the Bid.
- iii. Electronically filled Proposal Form- A1, A2, A3 & A4
- iv. Declaration for Net Worth as per Form-B of Proposal Forms along with supporting documents, i.e., Annual financial statements/ declaration by statutory auditor etc. as mentioned in the LIB
- v. Compliance to Bid requirement as per Proposal Forms.
  - vi. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
  - vii. Organization details: In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'. In case Bidder is a partnership firm, certified copy of the partnership deed. In case of company (whether private or public), certified

copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association and similar documents for other types of organisations.

- viii. Documentary evidence showing deposit of EMD into MMTC's Bank Account;
- ix. Copy of GST Registration Certificate
- x. Any other information required in the Bidding Documents or considered relevant by the bidder. All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Bid Evaluation Criteria (shall be signed and stamped by the bid signatory).

#### PART - II - PRICE BID

This Part shall contain electronically filled price bid as provided on e-tender portal at the designated place as per the requirement.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

#### **6. Bid prices**

- Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.
- Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
- The prices quoted shall be based on the conditions specified in scope of work, deliverables and other contents of Bidding Document
- The quoted Price shall be deemed to be inclusive of out-of-pocket expenses (OPE), all taxes and duties except GST till the completion of the work.
- It is for the Bidder to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that MMTC will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.
- Alternative bids shall not be considered.
- Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- Price shall be quoted in figures and as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.



- No comment, explanation or clarification in Schedule of Rates (SOR) is acceptable. No condition in price part shall be acceptable.

## **7. Currencies of bid & payment**

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

## **8. Bid validity**

- Bid submitted by Bidder shall remain valid for a minimum period of 01 (One) month from the date of opening of Unpriced technical bid (Part-I) Bids. Bidders shall not be entitled during the said period of one month, without the consent in writing of the MMTC, to revoke or cancel their Bid or to vary the Bid given or any term thereof.
- MMTC may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

## **9. Check list for submission of bid**

- To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid, has been enclosed.

## **10. Marking and submission of bids**

Bidders are required to submit “Unpriced Technical Bid” along with supporting documents and “Price Bid” through electronic mode before closing of e-tender **1000 hrs on 19.04.2022**

## **11. Modification and withdrawal of bids**

The Bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the closing time and date of submission as per provision of this e-tender website.

## **12. Bid opening**

- MMTC will open the un-priced technical bids in the presence of Bidders’ designated representatives at date & time as stipulated in Letter inviting bid at the address given in the Bidding Document. The Bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance
- Bidder’s names and any other such details as MMTC may consider appropriate will be announced by MMTC.

## **13. Evaluation of unpriced technical bids**

- Prior to detailed evaluation of bids, the MMTC will determine whether each bid totally comply with the requirement of Bidding Document.

- The MMTC will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document on the basis of details/documents uploaded by the Bidder in the bid at the first instance. In order to reach such a determination, the MMTC will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:
  - a. Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail may be rejected as non-responsive.
  - b. Any other relevant factor, if any that MMTC deems necessary or prudent to be taken into consideration.
- No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.
- MMTC, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by MMTC
- Bidders shall however note that no revision in quoted Rates shall be allowed, in case Bidder still stipulate the deviations which are not accepted by the MMTC and are required to be withdrawn by the Bidder in favor of stipulations of the bidding document
- MMTC reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.
- Unsolicited post tender modifications

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by MMTC and are required to be withdrawn by him in favor of stipulation of the Bidding Document. Any proposed price changes is likely to render the bid liable for rejection. In case of unsolicited price increase, such offer(s) of the Bidders shall be rejected. In case of unsolicited price decrease, the Bidder(s)'s offer shall be compared as per originally quoted prices and if the Bidder happens to be the recommended Bidder, the decrease in prices shall be taken into account for ordering.

- **Unpriced technical bid evaluation criteria (60 marks)**

The Technical Proposal shall be evaluated as per the following evaluation criteria mentioned in the table below:

S. No.	Criteria	Maximum marks	100% marks	75% marks	50% marks	Zero Marks
1	<b>About the firm</b>					
	a) Years of operation in India	06	> 7 years	7 - 5 years	4 years	< 4 years
	b) Number of full time employees in business / Management consulting team	12	> 100	100 - 76	75 - 50	< 50
	c) Average annual revenue of the firm in last three financial years (Rs. In Crore)	12	> 50	50 - 30	< 30 up to 20	< 20
2a	<b>Relevant experience</b> Similar corporate strategy assignments carried out in the past 5 years in India for companies of similar capacity in terms of size/turnover	15	>6 assignments	6 - 5 assignments	4 - 3 assignments	< 3 assignments
2b	<b>Relevant experience</b> Similar corporate strategy assignments carried out in the past 5 years in India for PSU, Government of India, Autonomous bodies attached with government organizations of similar capacity in terms of size/turnover	03	>4 assignments	3 - 4 assignments	1 - 2 assignments	Nil

3a	<b><u>Team configuration for the assignment:</u></b> Relevant experience of proposed team leader for similar strategy formulation & deployment assignments. The team leader should have either been a leader or a full time team member in such assignments; Team Leader should be available at least 20% of the total time for this assignment	06	> 10 years	10 - 9 years	8 - 7 years	< 7 years
3b	<b><u>Team configuration for the assignment:</u></b> Relevant experience of proposed project manager for similar assignment; Project Manager should be available full time for this assignment	03	> 7 years	7 - 5 years	4 - 3 years	< 3 years
3c	<b><u>Team configuration for the assignment:</u></b> Average Experience of the balance team proposed in corporate strategy assignment	03	> 5 years	5 - 3 years	2 year	< 2 years

Total Marks

**60**

Notes:

- I. In case any bidder does not fulfill the minimum qualification in any of the listed criteria and therefore secure zero (0) marks in any two criterias, such bidder shall stand disqualified in technical bid.
- II. In support of the relevant experience of consulting firm as mentioned in above table:, Bidder has to submit details (work order and completion certificate in respect of completed assignments (corporate strategy) carried out in India with details as required in Form-A1.
- IV. In support of the team configuration for the assignment – team leader mentioned at Sl. No. 3(a) in above table:
  - a) Bidder to submit the details of the team leader in Form-A2 along with their CVs duly signed by the team leader and the bid signatory.
  - b) Bidder may submit at least CVs of 2 two proposed Team Leaders.

c) Bidder to also submit an undertaking that one of the above team leader shall be available for at least 20% of the total duration for this assignment.

- V. In support of the Team Configuration for the assignment – Project Manager mentioned at Sl. No. 3(b) in above table:
- a) Bidder to submit the details of the project manager in Form-A3 along with their CVs duly signed by the project Manager and the bid signatory.
  - b) Bidder may submit the CVs of at least 2 two proposed Project Managers.
- VI. In support of the team configuration for the assignment – balance team mentioned at Sl. No. 3(c) in above table:
- a) Bidder to submit the details of the team member(s) in Form-A4 along with their CV(s) duly signed by the team member(s) and the bid signatory.
  - b) Bidder to submit the CVs of at least twice the number of persons as proposed by them for this assignment.
- VII. Based on the details / documents uploaded by the Bidder(s), Marks will be assigned to the Bidder(s) for each criteria out of the maximum marks indicated above based on the qualitative analysis. Bidder(s) having obtaining minimum qualifying mark of 40 (Forty) w.r.t. unpriced technical bid evaluation criteria, shall be deemed to be qualified and invited for price bid opening.

#### **14. Opening of Price Bid**

Price bid of only those bidders whose bids are determined to be technically qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, marks secured by the bidder w.r.t. unpriced technical bid evaluation criteria as worked out above and total price as quoted by the bidders shall be read out.

#### **15. Evaluation of price bid**

The “Total Lump sum Price” quoted by the bidder, after arithmetic correction, shall be taken up for evaluation.

- Any uncalled for lump sum / percentage or ad hoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered.
- In case prices are not filled up in the priced bid and are not as per the requirements of the bidding document, the same shall not be considered for evaluation.
- The price proposal shall have maximum 40 marks The lump sum price, as above, shall be converted to “Evaluated Price Marks” out of 40 as under:

L1 Bidder (Lump sum Price) is assigned an Evaluated Price Marks of 40.

And, "Evaluated Price Marks" of other Bidder's (say lump sum Price is LX) shall be

= (L1 Lump sum price/ LX Lump sum price) x 40

In other words Evaluated Price Marks shall be inversely proportional to the lump sum Price

- Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) which shall be worked out as mentioned above.
- Bidder having highest total Evaluated Marks shall be recommended for further negotiation, if any, and award of the work.

## **16. Contacting the MMTC**

Bidders are advised not to contact MMTC on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence MMTC in any of the decision in respect of Bid evaluations or Award of Contract may result in the rejection of Bid.

## **17. Award of contract**

MMTC's right to accept any bid and/or to reject any/all bid

The 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 award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the MMTC's action.

## **18. Notification of award**

MMTC will notify the successful Bidder in writing by Letter of Acceptance that their bid has been accepted. The successful bidder shall furnish acceptance to LOA within three days of issuance of LOA. The Letter of Acceptance will constitute the formation of a Contract until the formal Contract agreement has been signed.

## **19. Contract agreement**

- The successful Bidder shall execute a formal contract with the MMTC within 07 days from the date of issue of Letter of Acceptance on a non-judicial stamp paper, purchased from Delhi, of appropriate value (Rs. 100/-).
- Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by MMTC and Bidders acceptance thereof shall constitute a binding contract between the successful Bidder and MMTC based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

- Failure of the successful bidder to comply with requirement of above shall constitute sufficient grounds for annulment of the award of work.

## **20. Confidentiality and Safeguard of Property**

MMTC and the successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this contract or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Parties here will take reasonable precautions to safeguard property of the other entrusted to it.

## **21. Indemnity**

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

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

## **22. Fraud Prevention clause**

Fraud prevention clause of the agreement also applicable to this tender.

### **SPECIAL TERMS & CONDITIONS FOR E-TENDER:**

1. Offers to be submitted online only on MMTC's e-procurement portal (<https://mmtc.abcprocure.com>) against the respective tender using 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.
2. 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.
3. Bidders are advised to print and save bid submission receipt after submission of bids.

4. The internet browser used should be Internet Explorer version 10.0 and above. The operating system should be Microsoft Windows 7.
5. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk on +91-9099090830

### **23. General Terms & conditions**

The terms and conditions laid down in this tender, scope of work, subsequent contract and all annexures thereto as also the proposal and any attachments thereto shall be read in consonance with and shall form an integral part of this Contract.

This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

The subsequent Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.



## Proposal Forms

- Electronic forms means that the forms are to be filled online on [www.mmtcabcpurchase.com](http://www.mmtcabcpurchase.com) during e-bid.

**Electronic Form A1**

Relevant experience of Consulting Firm in past 5 years

<b>S. No.</b>	<b>Name of the client</b>	<b>Location of client</b>	<b>Scope of work</b>	<b>Project Duration</b>	<b>Industry</b>

Notes:

- 1 Bidder to submit copies of the work orders & completion certificate from client for the referred assignments

**Electronic Form A2**

Details of Proposed Team Leader(s)

<b>S. No.</b>	<b>Name &amp; Designation</b>	<b>Qualification</b>	<b>Total No. of Years of Experience</b>	<b>Relevant Experience as a part of Bidding entity (give details in 1-page CV)</b>

Note:

- 1 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 2 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 3 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. MMTC reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

**Electronic Form A3**

Details of Proposed Project Manager(s)

<b>S. No.</b>	<b>Name &amp; Designation</b>	<b>Qualification</b>	<b>Total No. of Years of Experience</b>	<b>Relevant Experience as a part of Bidding entity (give details in 1-page CV)</b>

**Note:**

- 1 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 2 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 3 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. MMTC reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

**Electronic Form A4**

Details of Balance Members

<b>S. No.</b>	<b>Name &amp; Designation</b>	<b>Qualification</b>	<b>Total No. of Years of Experience</b>	<b>Relevant Experience as a part of Bidding entity (give details in 1-page CV)</b>

Note:

- 1 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 2 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 3 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. MMTC reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

**Form-B (To be printed on letter head)**

Format for declaration towards net worth of the bidder

**A. NET WORTH FOR LAST AUDITED FINANCIAL YEAR: \_\_\_\_\_**

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

**Form C (To be printed on letter head)**

**SUBJECT: Strategic plan formulation to achieve sustainable business performance**

**BIDDING DOCUMENT NO. : XYZ**

**COMPLIANCE TO BID REQUIREMENT**

We hereby confirm that our Bid complies with the total technical-commercial requirements/terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by MMTC, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Un-priced as well as Priced) shall not be recognized and shall be treated as null and void.

Stamp and signature of bidder: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

NOTE: To be stamped and signed by the authorized signatory and uploaded along with unpriced technical bid part

**Form D (To be printed on letter head)**

**DECLARATION**

**SUBJECT: Strategic plan formulation to achieve sustainable business performance**

**Dear Sir,**

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / MMTC Limited.

We also confirm that the contents of this Tender no. .... have not been modified or altered by M/s. .... (Name of the Bidder with complete address).

We agree that if any noticed in future, our Bid may be rejected / terminated.

Stamp and signature of bidder: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_



## Check list to be prepared on MMTC ABC website

Check list for submission of bid

Bidder is requested to fill this check list and ensure that all details/documents have been uploaded as called for in the Bidding Document along with duly filled in, signed & stamped checklist with the "Unpriced Technical Bid" [Part-I]

Please tick (✓) the box and ensure compliance:

S. No.	Description	Bidder's Reply / Confirmation
1	Cover letter of bid	
2	Validity of Bid shall be 1 month from the date of opening of unpriced technical bid part. Master Index along with addendum, if any, duly filled in, signed and stamped in each page.	
4	Documents against technical weightage requirement (Form-A1,A2,A3,A4)	
5	Signed and scanned declaration towards Net Worth (Form-B) and Audited Annual Report for the immediate preceding financial year / Declaration from Statutory Auditor as per LIB	
6	Bid Compliance Statement (Form-C) (confirmation for no deviation stipulated in Bid) in the pro forma enclosed.	
7	Declaration that Bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' (Form-D)	
8	Bidders General Information as per Form-E	
9	Agreed to submit Performance Bank Guarantee at later stage	
10	Unpriced copy of Schedule of Rates	
11	Any other information required in the Bidding Documents or considered relevant by the Bidder.	
12	Technical proposal and other details, if any, required as per Bidding Document	
13	Organization details as detailed	

## Electronic Form E

### Bidder's general information

- 1 Bidder Name: \_\_\_\_\_
- 2 Number of years of operation: \_\_\_\_\_
- 3 Address of registered office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4 Operation address (if different from above): \_\_\_\_\_  
\_\_\_\_\_
- 5 Telephone No. \_\_\_\_\_
- 6 E-mail address \_\_\_\_\_
- 7 Website \_\_\_\_\_
- 8 Fax number \_\_\_\_\_
- 9 ISO certification ( if any ) \_\_\_\_\_
- 10 GST no. \_\_\_\_\_
- 11 Pan no. \_\_\_\_\_

S. No.	Organization name	Information required with bids
1	Manpower Global (Excluding India), Year of establishment	
2	Manpower In India, Year of establishment	
3	Manpower in India devoted to business consulting	
4	Total number of partners; and partners associated with corporate strategy in India	

5	CVs of team leader/ alternate	
6	Areas of Practice/ operation:	
	Organization Strategy, Growth Strategies	Yes/ No
	Corporate finance	Yes/ No
	Government/ PSUs	Yes/ No
	Energy & Utilities	Yes/ No
	Financial Institutions	Yes/ No
	Marketing and sales	Yes/ No
	Consumer & Retail	Yes/ No
7	Total Offices Global (Excluding India)	
8	Offices in India	
9	Annual Turnover INR Cr. (Last 3 years) FY 2020-21 FY 2019-20 FY 2018-19	

Electronic price bid form

<b>NAME OF WORK</b> :	<b>Organization name</b>
BIDDING DOCUMENT NO. :	
NAME OF BIDDER :	
Total Price for the complete Scope of work based on the terms and conditions as per the Bidding Document in INDIAN RUPEES excluding GST	
In Figures	
In Words	

GST (at applicable rate) :

**Form F (To be printed on letter head)**

**Proforma of declaration regarding banning of business dealings**

**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by any PSU / any department of Govt of India in last five years except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm**

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by any PSU / any department of Govt of India in last five years except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by .....(Name of the organization) has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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In case of Company

We hereby declare that we, M/s ..... are not currently banned by any PSU/ any department of Govt of India in last five years except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

## Form of contract performance bank guarantee

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

(On a stamp paper of applicable amount to be executed by a Indian Scheduled bank)

To

M/s MMTC Limited  
Core 1, SCOPE Complex  
7 Institutional Area, Lodi Road  
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at \_\_\_\_\_(hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with M/s. \_\_\_\_\_(name) address \_\_\_\_\_, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of Rs. \_\_\_\_\_.
- 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 up to and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance 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 .....with claim period upto.....

- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before ..... with claim period upto.....
- 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 have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

Validity :: XXXX 2022

Claim period :: XXXX 2022

NB :



1. Value equivalent to 10% of the contractual value.

## Proforma of agreement

**AGREEMENT NO** \_\_\_\_\_

This AGREEMENT (hereinafter called the “Agreement”) is made on the \_\_\_\_ day of the month of \_\_\_\_\_2022, between, MMTC Limited (hereinafter called the “**MMTC**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, \_\_\_\_\_(hereinafter called the “**CONSULTANT**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. MMTC vide its tender for Preparation of Strategic plan formulation to achieve sustainable business performance (hereinafter called the “**Consultancy**”)
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to MMTC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to MMTC on the terms and conditions as set forth in the tender and this Agreement; and
- C. MMTC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_(the “LOA”); and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### 1.0 Scope of work and deliverables

To successfully achieve the objective of the project, the study is planned to be completed with emphasis over a period of **30 days** from the date of letter of acceptance covering following:

- 1) Opportunity identification and selection:** Study existing business/ products verticals and identify & prioritize product / market opportunities especially international keeping in view FTP and commercial agreement / Trade agreement signed by India with various countries that MMTC may target in the short to medium term to achieve sustainable profitable growth. The study will identify business opportunities which could be an extension to existing product / market businesses and also new opportunities
- 2) Strategy and business plan formulation for qualified opportunities:** For identifying products - market opportunities, formulate an appropriate strategy and business plan for MMTC. The strategy to be deployed needs to leverage MMTC’s existing competencies / resources / office networks and required human resources optimally

- 3) **Target operating model & execution roadmap creation:** Formulate a suitable Target Operating Model (identifying key process requirements, operational infrastructure, IT infrastructure, organization structure, governance model, Operating KPIs etc.) to ensure operations of the identified strategies. Create a suitable execution roadmap specifically identifying strategic initiatives required to be deployed which will include downsizing / optimization of human resources
- 4) Business Projections / plan for the next 05 years including turnover and trading income, cash flow etc
- 5) Review of existing office networks of MMTC in India and abroad

## 2.0 Payment Schedule

2.1 Fee for the assignment will be inclusive of all taxes except GST which will be at actuals. The amount shall be released in 2 stages of 50 % each

- Submission of interim report to MMTC.
- Submission and Acceptance of final report by MMTC.
- Consultancy firm may also be called upon to make a presentation of the final study / recommendation to MMTC Committee / Board of Directors.
- MMTC shall make payment by e-payment mechanism for which consultancy firm has to complete the necessary requirements.

Consultancy firm besides submitting hard copies of the report in triplicate shall submit soft copies of the report to MMTC by e-mail and CD. Interim and Final copies so submitted by the Consultancy firm to MMTC shall be the property of MMTC. The final report should be received by MMTC not later than 30 days from the date of issuing work order. Time taken by MMTC from the date of receipt of interim report to the date of forwarding their comments on interim report shall not be counted.

**No Assignment** – The successful bidder shall not sub contract, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly or transfer any interest, right or benefit or obligation under the contract.

## 2.2 Payment upon Termination

- 2.2.1 Upon termination of this Agreement pursuant, MMTC shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to MMTC):

- (A) No remuneration shall be paid if the agreement is terminated before achievement of first payment milestone.
- (B) Remuneration for Services satisfactorily performed prior to the date of termination. MMTC's decision regarding assessment of value of services satisfactorily performed shall be final and binding.

### **3.0 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

#### **3.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date")

#### **3.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, Unless otherwise agreed by the Parties, in writing.

#### **3.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 3.2 above from the issue of LoA, MMTC may, by not less than 1 (One) week' notice to the Consultant, declare this Agreement to be null and void at its sole discretion.

#### **3.4 Expiration of Agreement**

Unless terminated earlier pursuant, this Agreement shall, unless extended by the Parties by mutual consent, expire after a period of 90 (ninety) days after the delivery of the final deliverable to MMTC

#### **3.5 Termination of Agreement**

##### **3.5.1 By MMTC**

MMTC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events

- (A) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (B) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 4;

- (C) The Consultant submits to MMTC a statement which has a material effect on the rights, obligations or interests of MMTC and which the Consultant knows to be false;
- (D) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (E) MMTC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### 3.5.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to MMTC, such notice to be given after the occurrence of any of the events specified

- (A) MMTC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (B) MMTC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

The parties can extend the said period of 30 days by mutual agreement in writing.

## 4 Arbitration

- Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, 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 Delhi International Arbitration center (DIAC) and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration shall be New Delhi and governing law shall be Indian Law and the language of arbitration proceedings shall be English. The decision/Award of the Arbitrator shall be binding on both Parties.
- The courts in New Delhi only shall have the exclusive jurisdiction in matters arising under this agreement.

## 5 Holiday listing:

Notwithstanding anything contained in this agreement, MMTC's policy for holiday-listing of an agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

## 6 **Fraud prevention Clause:**

- a) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.
- b) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) 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.
- i. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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.
  - ii. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - iii. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate a third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
  - iv. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of the same without any delay.
- c) **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation 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)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- d) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to the Performance Bank Guarantee.

## **7. General Terms & conditions**

The terms and conditions laid down in this tender, scope of work, subsequent contract and all annexures thereto as also the proposal and any attachments thereto shall be read in consonance with and shall form an integral part of this Contract.

This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

The subsequent Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

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**For MMTC Limited**

**For Consultant**

**(Authorized Signatory)**

**(Authorized Signatory)**

## **FRAUD PREVENTION POLICY**

- e) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.
- f) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) 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.
- i. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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.
- ii. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- iii. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate a third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- iv. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of the same without any delay.
- g) **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation 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)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- h) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to the Performance Bank Guarantee.