



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24381372**

Ref. No: MMTC/CO/COMP/Retail/EOI/17-18/10632/1

Date 11.09.2017

MMTC Limited Invites Expression of Interest for Design and Development of e-commerce portal for MMTC retail website and deployment on cloud with 5 years Onsite Maintenance.

Ref No.	MMTC/CO/COMP/ Retail/ EOI /17-18/10632/1
Last date for EOI Submission	Latest By 1500 Hrs. on 06.10.2017 (Friday)
Opening of EOI	EOI will be opened in presence of authorized representative of the Bidder on 06.10.2017 (Friday), 1530 Hrs. at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003. The person who intends to attend the opening should bring authorization letter for the same from the company.
EOI submission criteria	EOI to be submitted electronically in the prescribed forms at Annexure- I to IV. Supporting documents may be submitted in sealed envelope at following address: MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.

"In case any of the days mentioned happens to be declared a holiday, the said event shall be held on the following working day at the same time and venue."

SECTION -1

1.0 SPECIAL TERMS & CONDITIONS FOR E-TENDER:

- 1.1 OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
- 1.2 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 EOION MMTC'S E-PROCUREMENT PORTAL.
- 1.3 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.
- 1.4 BidderS ARE ADVISED TO PRINT AND SAVE EOISUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
- 1.5 THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 10.0 AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS 7.
- 1.6 VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
- 1.7 FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BidderS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Contact Nos. +91-124-4302000 for helpdesk officers		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

SECTION -2

2.0 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-3

3.0 ELIGIBILITY CRITERIA:

S.No.	Eligibility criteria	Documentary proof to be submitted
1	The Bidder should be a company registered in India under the Companies Act, with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code to be submitted. Any other statutory changes required may be complied by the Bidder with no additional liability on MMTC Limited.
2	The Bidder 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, CA Certificate to be submitted.
3	The Bidder should have positive net worth each for the three financial years (2014-15, 2015-16 & 2016-17).	CA Certificate to be submitted.
4	The Bidder should have average minimum turnover of Rs. 3 (Three) crores per annum in each of last three financial years (2014-15, 2015-16 & 2016-17) in the field of ecommerce platform development and maintenance.	An original certificate on the turnover from these activities from auditor of the company to be submitted.
5	The Bidder should have successfully implemented web based ecommerce solution including e-commerce portal with all necessary security features at least in one organization in any of the three financial years (2014-15, 2015-16 & 2016-17)	Completion certificate and copy of work order to be submitted.
6	Certificate of IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce solution or authorization letter from OEM in case of authorized dealer of the proposed ecommerce solution.	Undertaking/ Authorization letter from OEM to be submitted.
7	The Bidder should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.	Proof to be submitted
8	The Bidder must possess a valid CMMi level 3 certificate.	Copy of certificate to be submitted.
9	The Bidder should not have been blacklisted by MMTC or by any state/central Government institution or any Public Sector unit as on date of submission of EOI.	Self declaration regarding not blacklisted as per Annexure –III
10	The bidder should have provision for Help Desk/ Customer Care facility.	Self certification together with the details of the facility.

SECTION -4

4.1 SCOPE OF WORK:

Design, Development and Revamping of MMTC retail website i.e. www.mmtcretail.com (e-commerce portal) including complete integration of payment gateway , order management, mobile application and its deployment on cloud with 5 years Onsite Maintenance.

4.2 Empanelment Period

The empanelment of the successful bidders will be for a period of one year from the date of award of empanelment letter.

Section-5

5.0 Proposed Project Implementation Time line & Schedule:

MMTC shall circulate a detailed RFP among the short listed organizations.

The short listed organizations may also carry out the required study of the requirements at their own cost.

The short listed organizations shall submit a detailed Technical and Financial Proposal based on RFP (2nd stage). MMTC envisages the completion of the successful implementation of the project within a timeframe of 30 weeks from the start of the project. Post successful Go-Live, the Bidder need to maintain and support the application (O & M) for a period of 5 years.

S/N	Activity/Task/ Milestones	Time to Completion (in Weeks**)
1	Project Start	T
2	Requirements Study including Study of As-Is & preparation of To-Be Workflow processes and Submission of System Requirement Specification (SRS)	T+6
3	Customization & Testing of e-Commerce Software Application and Presentation of Portal Prototype (Desktop and Mobile versions)	T+14
4	Hosting of customized application	T+16
5	Preparation of FAQ document, Operationalization of Help Desk, Deployment of modules (including Training to MMTC officials).	T+17
6	Pilot run and stabilization phase & UAT	T+19
7	Audit of e-commerce portal	T+22
8	Go-Live Date.	T+26 (G)
9	Launch of Mobile Application.	T+30
10	Operation & Maintenance : Change Management including customization, Upgrades , Updates and helpdesk center support	G + 5 years

Any subsequent customization/upgrade/addition as per customer requirement shall be implemented by the successful bidder as per the deadlines & SLA defined by MMTC in consultation with Bidder.

Section-6

6.1 Key Deliverables

The Organization shall be responsible for all the development, implementation, testing, maintenance, support, feature enhancements, documentation, operations and management of e-commerce solution. The agency should carry out all the modifications/updation/additions/deletions.

They shall be responsible for the complete turnkey operation of the IT systems (software only) to ensure a minimum of 99.5% uptime availability of all the applications under this project. It shall also ensure following deliverables:

- Complete Software Development Life Cycle (SDLC) should be followed.
- Proper Documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test case report, test evaluation report, Impact Analysis Report, Change Document etc.
- All the changes in the applications should be properly documented and reflected in respective documents.
- Any change in the application should be done through change request form. After completing the change a request closure form should be filled.
- A log should be maintained for all the changes done in the application or database.
- Proper coding standards should be followed in all the applications.
- Periodic code review should be done for improvement in source code.
- Code & query optimization should be done to the extent possible.
- Proper testing should be done for the changes done in the application or database. Testing should be done on exhaustive test cases. These test cases should be reviewed by the team leader and a test report should be maintained.
- Ensure proper backup of application and database as per the approved backup policy.
- In case of any eventuality, it has to be ensured that the downtime is minimum and system is restored with minimum data loss.
- It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats /hacking of application or data theft.
- They shall be responsible to maintain the confidentiality of application, data and any other information and make sure that information is not shared outside MMTC. The required confidentiality agreement shall be signed by the Agency.
- Source Code will be handed over to MMTC along with compiled version and executable.
- Any software developed shall be the property of MMTC. Software, Documents, Information and other elements of the project shall have the copyrights of MMTC unless some copy right material is used with due permission of any third party.
- Proper versioning of source code should be maintained.
- It should be ensured that uploading of the modified application in the live servers is carried out with due care to avoid any wrong upload or accidental file replace.
- The selected vendor will have to ensure certification for all the applications by CERT – IN empanelled Internet Security Auditor after fulfilling all the security compliances. The vendor shall comply the security and hosting requirements of the data centre.

- Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic.
- Customer support should be provided for user problem and queries.
- Monthly Backup: Database and applications.
- Quarterly updation: Technical Documents.
- Reporting required from the Consultancy Organization
 - Weekly & monthly, reports with Project Status & open issues
 - Weekly/fortnightly/monthly Performance Monitoring Reports for the Application
 - Updated system design documents, requirements specifications etc.
 - Updated user manuals, administration manuals, training manuals etc.
 - Call Log /emails & Resolution Reports for Helpdesk
 - Software change logs etc.

In addition to above; Bidder has to handover the Source Code , Patches & Releases (If any) , Application Software, All content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide and any other if required for creation of development environment and hosting.

SECTION -7

7.0 INSTRUCTIONS TO BIDDERS:

- 7.1 EOI to be submitted electronically in the prescribed forms at Annexure- I to IV.
- 7.2 Supporting documents may be submitted in sealed envelope at following address:
MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003. The bids will be accepted up to the date and time specified in the tender document. No bids will be accepted after tender deadline.
- 7.3 Bidders are advised to submit their EOI strictly based on the terms and conditions and specifications contained in this tender, and not to stipulate any deviations. MMTC reserves the right to accept or reject any EOI 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.
- 7.4 Amendments to EOI information:** MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of the EOI. 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 EOI 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.
- 7.5 Validity:** The Bidders shall hold valid their EOI for 90 (Ninety) days from the closing date. In exceptional circumstances, prior to the expiry of the original EOI 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 agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.
- 7.6 Corrections:** Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory.

SECTION -8

8.0 FORCE MAJEURE:

- 8.0.1 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.
- 8.0.2 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.
- 8.0.3 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.

8.1 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. This exercise may be conducted first.

ii. Arbitration:

In case conciliation proceedings do not fructify, arbitration shall be resorted. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

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.

8.2 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.

8.3 FRAUD PREVENTION POLICY

8.6.1 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.

8.4 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.

8.5 **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.

- 8.6 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.
- 8.7 CONFIDENTIALITY:** All documents, information and reports relating to the assignment would 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 has to enter into Non-Disclosure Agreement with MMTC as per **prescribed format of MMTC.**
- 8.8** For any further clarification, the Bidder may contact Mr. Payal Arora, Manager (Systems), email payal@mmtclimited.com, Tel No: 011- 24381372

ELIGIBILITY CRITERIA:

S.No.	Eligibility criteria	Yes/No
1	The Bidder should be a company registered in India under the Companies Act, with registered office and operations in India. The Bidder should be operational in India for at least last three financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	
2	The Bidder should be financially sound i.e. it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17).	
3	The Bidder should have positive net worth each for the three financial years (2014-15, 2015-16 & 2016-17).	
4	The Bidder should have average minimum turnover of Rs. 3 (Three) crores per annum in each of last three financial years (2014-15, 2015-16 & 2016-17) in the field of ecommerce platform development and maintenance.	
5	The Bidder should have successfully implemented web based ecommerce solution including e-commerce portal with all necessary security features at least in one organization in any of the three financial years (2014-15, 2015-16 & 2016-17)	
6	Certificate of IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce solution or authorization letter from OEM in case of authorized dealer of the proposed ecommerce solution.	
7	The Bidder should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.	
8	The Bidder must possess a valid CMMi level 3 certificate.	
9	The Bidder should not have been blacklisted by MMTC or by any state/central Government institution or any Public Sector unit as on date of submission of EOI.	
10	The bidder should have provision for Help Desk/ Customer Care facility.	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL
OF ORGANISATION

To,
General Manager (System)
MMTC LIMITED
Corporate Office
Core -1, "SCOPE COMPLEX"
7 Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sir,

This has reference to EOI No. Dated for “ Design and Development of ecommerce portal for MMTC retail website and deployment on cloud with 5 years Onsite Maintenance”. We are interested in submitting our Expression of Interest for the same.

We would like to clearly state that we qualify for this work as our company meets all the eligibility criteria indicated by you. The details are enclosed.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both our EOImay be rejected without any reference to us. We further clearly understand that MMTC is not obliged to inform us of the reasons of rejection of our bid.

Our Company/Firm is agreeable to the terms and conditions of the EOI. A copy of the same duly signed by us is attached.

Signature:
Name:
Designation:
Company/Firm:

Date:

Place:

Declaration on not being blacklisted

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We confirm that our company is not blacklisted as of today for any fraudulent actions by MMTC or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

On behalf of [*System Integrator's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Bidder Details

Tender No.	
COMPANY DETAILS	
COMPANY NAME	
GST REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
Bidder TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL OF ORGANISATION