



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

E-Tender No: MMTC/CO/COMP/SECURITY-AUDIT/06-07/1087/01

Date 21.08.2018

MMTC Limited invites E-Tender for Comprehensive IT Security Audit of MMTC IT Infrastructure and Systems for its Corporate office & Regional Offices and MMTC Corporate Website.

<b>Earnest Money</b>	<p>Rs. 20,000/- (Rupees Twenty Thousand Only) in form of a crossed banker's cheque/Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class Scheduled Bank payable at Delhi/New Delhi or in form of e-payment(NEFT/RTGS) as per details:</p> <ol style="list-style-type: none"> <li>1. "State Bank of India, Branch: SCOPE Complex, Account No. 52142903753, IFSC Code SBIN0020511</li> </ol> <p style="text-align: center;">or</p> <ol style="list-style-type: none"> <li>2. State Bank of India, CAG Branch, CC Account No.00000010813608375, IFSC Code SBIN0017313, State Bank of India, CAG II Branch, Parsvnath Tower, Gole Market, New Delhi</li> </ol> <p>Payment advice in case of e-payment should be attached while uploading tender. Earnest Money to be deposited along with the Technical bid.</p>
<b>Bid Submission</b>	<p>Latest By 1200 Hrs. on 11.09.2018 (Tuesday), at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.</p>
<b>Tender Opening</b>	<p>1215 Hrs. on 11.09.2018 (Tuesday), at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003</p>

## SECTION I

### 1.0 BACKGROUND

Established in 1963, MMTC Limited - a Central Government PSU, one of the 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.

### 1.1 OBJECTIVE:

MMTC intends to get the Comprehensive IT Security Audit of MMTC IT Infrastructure & Systems for its Corporate office & Regional Offices and MMTC Corporate Website.

### 1.2 DELIVERY & LOCATION:

Time is the essence of this requirement and the vendor must complete the security audit as per schedule as follows: -

Sl.No	Audit	Office	Duration
1	Comprehensive Security Audit of IT infrastructure and MMTC Corporate Website	<b>MMTC Corporate Office- New Delhi and MMTC Regional offices: -</b>  1. Delhi Regional Office - Jhandewalan- New Delhi, 2. Jaipur 3. Ahmedabad 4. Mumbai 5. Chennai 6. Hyderabad 7. Vizag 8. Kolkata 9. Bhubaneshwar	-To be started within one week from the date of acceptance of work order and to be completed within (8) eight weeks from the date of acceptance of work order.
2	REVIEW of Comprehensive Security Audit of IT infrastructure and MMTC Corporate Website	<b>MMTC Corporate Office- New Delhi and Regional offices: -</b>  1. Delhi Regional Office - Jhandewalan- New Delhi, 2. Jaipur 3. Ahmedabad 4. Mumbai 5. Chennai 6. Hyderabad 7. Vizag 8. Kolkata 9. Bhubaneshwar	-To be completed within (4) four weeks after mitigation of compliances.
3	Comprehensive Security Audit of MMTC Corporate Website	<b>MMTC Corporate Office- New Delhi</b>	-To be started within one week from the date of acceptance of work order and to be completed within (8) eight weeks from the date of acceptance of work order.
4	REVIEW of Comprehensive Security Audit MMTC Corporate Website	<b>MMTC Corporate Office- New Delhi</b>	To be completed within (4) four weeks after mitigation of compliances.

Note: For Comprehensive Security Audit and Review Audit the auditors have to visit the above locations at their own expenses including Boarding, lodging & conveyance etc.

## **SECTION -2**

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

1. For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 40016 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
<b>Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<b><a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a></b>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 4027 0555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 4027 0564	
	+91-(79)- 4027 0569	
	+91-(79)- 4027 0507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein details have been mentioned.
3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
4. For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

### SECTION-3

#### 3.1 ELIGIBILITY CRITERIA:

- a) The bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on MMTC Limited.
- b) The bidder/organisation should be empanelled information security auditing organization by Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India as on date of submission of tender. Documentary evidence in respect of this parameter must be attached.
- c) The bidder should have at least two Audit Consultants who are CISA/CISSP/ISO 27001 qualified and should be continuously part of the team that will conduct the audit at MMTC Limited
- d) The Bidder company/firm should be financially sound i.e.; it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17). (Copy of Audited financial statements for the last three years should be enclosed.)
- e) The company/firm must have provided services of Security Audit for at least 3(Three) PSUs/Govt organisations in last three years from the date of submission of tender.
- f) The Bidder should not be black listed or on holiday by any Central Govt/State Government as of date of submission of tender. (Undertaking regarding this should be provided by the bidder in their letter head duly signed by the Director/Authorized Signatories)

**Please note that all the documents requested should be arranged in the same order as mentioned in the checklist. Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected**

## SECTION -4

### 4.1 **BACKGROUND – MMTC, MMTC NETWORK & Website**

MMTC's has its Corporate office at Lodhi Road, New Delhi. Wide Area Network has been built up connecting the various regional offices at Jaipur, Ahmedabad, Mumbai, Chennai, Vizag, Hyderabad, Bhubaneswar, Kolkata and Jhandewalan (New Delhi) and their SROs all across the country through MPLS & SSLVPN. The operation of ERP is done through these channels. The networking environment has been secured through installation & configuration of the Firewall & Access Control. The security policies relevant to MMTC traffic on the different channels; applications etc. have been devised and configured to safeguard the systems from the security hazards. MMTC Corporate Website is hoisted with NIC.

### 4.2. **Scope of Work for Conducting Information Security Audit of the IT Infrastructure, Systems and Website**

#### A. SCOPE OF WORK (IT Infrastructure and Systems)

- I. The IT security auditing to assess the security posture of system and network in line with ISO 27001 including following.**
- a. Network mapping/scanning
  - b. Vulnerability assessment
  - c. Network penetration testing
  - d. Review and assessment of IT security policy and controls of MMTC.
  - e. Password cracking
  - f. Log review, incident response and forensic auditing
  - g. Integrity checks
  - h. Malwares detection
  - i. Review of current policies and procedures and provide recommendations
  - j. Review & Recommendation for Design of Security Architecture.
  - k. Risk assessment and identification of security needs in conformity to ISO 27001

Scope of work covers evaluating the confidentiality, safety & security of the Data & Servers, assess & strengthen the security posture of IT systems and networks for protection against External threats, by way of remote infrastructure security assessment, Internal threats, by way of on-site infrastructure security assessment and Integrated system threats, by way of application security assessment.

- II. Risk assessment and identification of security needs in conformity to ISO 27001 which includes:**

Evaluation and gap analysis:

1. Current IT Infrastructure of MMTC
2. Network and device in use
3. Operating systems
4. Database and application packages
5. Operational procedures
6. Identification of vulnerabilities, security flaws, gaps and loopholes
7. Carry out ethical Internal and External Penetration Test for MMTC Network

- III. Review of current IT policies and procedures and provide recommendations for roadmap to ISO 27001**

Evaluating the current IT policy. Operational Procedure and security policy in line with ISO 27001 best practices.

- IV Reports** - MMTC requires that each phase of the assignment will result in a separate and complete report covering all aspects viz. identification of flaws, suggestion for solutions, future preventive measures, etc.  
Separate Report on improvement required in MMTC IT security policy shall be submitted.

The formal security audit report is a key audit output and must contain the following:

- Identification of auditee (Address & contact information)
- Dates and Location(s) of audit
- Audit plan
- Additional mandatory or voluntary standards or regulations applicable to the auditee
- Summary of audit findings including identification tests, tools used and results of tests performed
- Analysis of vulnerabilities and issues of concern
- Recommendations for action

**B. SCOPE OF WORK** (Security Audit of [www.mmtclimited.com](http://www.mmtclimited.com) hosted at NIC).

**I.**

- a) Risk Profiling & Design Review
- b) Application Code Review
- c) Web/application Server Security Assessment including patches and updates, detailed configuration Review & auditing and logging module review.
- d) Database Security Assessment,
- e) Application Security Assessment including application walkthrough,
- f) Deployment Architecture Review
- g) Process: -User & change management, backup and recovery process etc.
- h) Reports on above including recommendation for mitigation
- i) Organizational Security Framework
- j) Physical Access
- k) Logical Access
- l) Threat and Vulnerability Management

**II Reports**

- a) Risk Assessment Report
- b) Security Code Review Report
- c) Web Server Security Assessment Report
- d) Database Security Assessment Report
- e) Application Security Assessment Report
- f) Application Architecture Review Report Process Audit Report
- g) Improvement required in MMTC IT security policy

**4.3 Report Presentation applicable for each Audit (Comprehensive and Review)**

- Weekly progress reports of the assignment should be submitted so as to keep MMTC fully informed at every stage of the assignment during the complete & rigorous Information Security Audit.
- The final report is to be submitted immediately upon completion of the assignment.
- Presentations on the report, its findings, conclusions and recommendations need to be made to MMTC's Management and to other audience, if required.

**SECTION -5**

## 5.0 INSTRUCTIONS TO BIDDERS

### 5.1 General

- 5.1.1 The **E-tender** shall be submitted in two parts:
- (i) Technical Bid
  - (ii) Commercial Bid
- 5.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.
- 5.1.3 Definitions:
- (a) “The Purchaser” means MMTC Limited
  - (b) “The Bidder” means the individual or firm or Service provider who participates in this tender and submits its bid.
  - (c) “The Supplier” means the individual or firm supplying the services under the contract.
  - (d) “The Services” means all the services and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
  - (e) “The Work Order” means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “Contract”.
  - (f) “The Contract Price” means the price payable to the Supplier under the work order for the full and proper performance of its contractual obligations.

### 5.2 Documents to be attached with the Technical Bid

- 5.2.1 Duly filled-in Form - A1, Form – A2, Form - A3, Form –A4 of ANNEXURE – I along with supporting documents.
- 5.2.2 Details of Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only).

### 5.3 Technical Evaluation Criterion

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

### 5.4 Documents to be enclosed with the commercial bid

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

### 5.5 Earnest Money Deposit to be submitted in physical form and should reach MMTC, Corporate Office on or before **1200 Hrs. on 11.09.2018 (Tuesday). Non-submission of EMD result in rejection of bid.**

### 5.6 The Technical bid will be opened in the presence of the authorized representative of the bidder **11.09.2018 (Tuesday), 1215 Hrs.** at MMTC, Corporate office, SCOPE Complex, Lodhi Road, New Delhi. The person who intends to attend the opening should bring authorization letter for the same from the company.

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

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

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

#### **5.10 Prices**

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

**5.11 Validity:** The bidders shall hold valid their bids for 90 (Ninety) days from the closing date for the e-bids. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.

#### **5.12 Earnest Money Deposit**

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

1. "State Bank of India, Branch: SCOPE Complex, Account No. 52142903753, IFSC Code SBIN0020511
2. State Bank of India, CAG Branch, CC Account No.00000010813608375, IFSC Code SBIN0017313, State Bank of India, CAG II Branch, Parsvnath Tower, Gole Market, New Delhi.

Payment advice in case of e-payment should be attached while uploading tender. Earnest Money to be deposited along with the Technical bid.

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

5.12.3 No interest will be payable by MMTC on EMD.

5.12.4 The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.

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

#### **5.13 MSME/NSIC Exemption: -**

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

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

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



- 5.16** Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.
- 5.17** Acceptance of Bids: MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.
- 5.18** Bid Currency: All costs and charges related to the bid shall be expressed in Indian Rupees only.
- 5.19** **Opening of Bids**
- 5.19.1 The bids shall be accepted up to the date and time as specified in the tender document.
  - 5.19.2 No bids shall be accepted after tender deadline.
  - 5.19.3 After technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price valuation.
  - 5.19.4 All technically qualified bidders shall be invited to attend the opening of commercial bids at MMTC office. The date of the opening of the Commercial bids would be communicated to the technically qualified Bidders.

## SECTION -6

### 6.0 OTHER TERMS & CODITIONS

#### 6.1 PAYMENT TERMS: -

- 6.1.1 No advance payment in any case would be made.
- 6.1.2 Payment will be made on completion of audit subject to submission and acceptance of the final report by MMTC management and receipt of performance guarantee and confirmation of same from the issuing and zonal/BG confirmation desk.
- 6.1.4 The payment would be made after deducting necessary taxes applicable, if any. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode. Payment shall be released within 10 days of the date of submission of clear admissible bill.

#### 6.2 Other Expenses:

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

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

- 6.3.1 The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of written notification of award to be made to the Bidder, calculated at the rate of ten percent (10%) on the work order value.
- 6.3.2 This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 6.3.3 Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.
- 6.3.4 In case of Performance Guarantee from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial Bank, other than co-operative bank or Gramin bank or Nainital Bank or Dhanlaxmi Bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 6.3.5 Performance Guarantee shall be valid until the termination of the contract period. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.
- 6.3.6 **Performance Bank Guarantee shall be acceptable only from such Banks who provide independent confirmation of Performance Bank Guarantee to our Auditors**  
Failure of the successful bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

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

1. Invocation of its Performance Guarantee.

2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.

**6.6 INDEMNITY:** - The supplier irrevocably undertakes & agrees to indemnify and hold harmless purchaser in full, being unlimited with time against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from the said work or infringement of any rights protected by patent registration, design or trademark. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against Purchaser, it shall notify to the Bidder and Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**6.7 LIQUIDATED DAMAGES:** -The timely execution of contract is essence of the work order. In the event of supplier's failure to deliver the services within the stipulated delivery period as per clause 1.2 the liquidated damages are payable by them @ 0.5 % (Point five per cent) per week of the unexecuted order value subject to a maximum of 10% (ten per cent) total order value.

**6.8 TERMINATION FOR DEFAULT**

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

- (i) If the Supplier fails to deliver any or all of the services within the time period(s) specified in the work order, or any extension thereof granted by the Purchaser.
- (ii) If the Supplier fails to perform any other obligation(s) under the work order; and
- (iii) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- (iv) In the event of Purchaser terminates the work order in whole or in part, pursuant to paragraph 6.1 the Purchaser may proceed upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue performance of the work order to the extent not terminated.

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

**6.10 FORCE MAJEURE:**

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

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

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

## **6.11 DISPUTE RESOLUTION: -**

At the outset parties shall endeavor 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.

### **i. Arbitration:**

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

The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

### **ii. Exclusive Jurisdiction:**

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

**6.12 MERGER & ACQUISITIONS: -** In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

## **6.13 FRAUD PREVENTION POLICY**

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

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

6.13.2 Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause

above of “fraud prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

6.13.3 **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor/bidder liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee or EMD as the case may be.

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

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

**6.16 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 prior written permission. In this regard vendor has to enter into Non-Disclosure Agreement with MMTC as per **Annexure- V**.

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

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

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

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

**6.18 Governing LAW:** - “This agreement shall be governed by Indian Laws.”

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

**6.20 Clarification of Bid Documents**

Any bidder requiring any clarification of the bid documents may notify MMTC in writing or through email within 7 days of publishing tender. MMTC shall not be responsible for any postal delay.

**6.21 Clarification from bidders:**

- (a) To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of their bids. The request of clarification and the response shall be in writing.
- (b) Any clarification from the contractors/suppliers/service providers on the bill submitted by the contractor shall be sought within 10 days of submitting bill. Except in exceptional circumstances, these clarification shall be sought in one go. The contractor would be required to submit the clarification sought within a period of 3 days.
- (c) In case of any disagreement between MMTC and the contractor on any part of the bill, such part shall be severed from the rest. Payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration etc.

**TECHNICAL BID****FORM- A1**

<b>Sl.No.</b>	<b><u>Description</u></b>	<b><u>Compliance (Y/N)</u></b>
1.	The bidder should be registered in India. Certificate of Incorporation, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on MMTC Limited)	
2	The bidder/organisation should be empanelled information security auditing organization by Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India as on date of submission of tender. Documentary evidence in respect of this parameter must be attached.	
3	The bidder should have at least two Audit Consultants who are CISA/CISSP/ISO 27001 qualified and should be continuously part of the team that will conduct the audit at MMTC Limited	
4	The Bidder company/firm should be financially sound i.e.; it must have made profits in each of last three financial years (2014-15, 2015-16 & 2016-17). (Copy of Audited financial statements for the last three years should be enclosed.)	
5	The company/firm must have provided services of Security Audit for at least 3(Three) PSUs/Govt organisations in last three years from the date of submission of tender.	
6	The Bidder should not be black listed or on holiday by any Central Govt/State Government as of date of submission of tender. (Undertaking regarding this should be provided by the bidder in their letter head duly signed by the Director/Authorized Signatories)	
<b><u>Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected</u></b>		

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL  
OF ORGANISATION

**TECHNICAL Bid****FORM A2****TECHNICAL TERMS:**

The Security Audit Company/Firm should provide the following along with documentary proof:

<b>Sl.No.</b>	<b>DESCRIPTION</b>	<b>REPLY</b>	<b>REMARKS/DOCUMENTS ATTACHED, IF ANY</b>
1	Number of years the Firm/Company has been undertaking Security Audit <b>(Attach necessary documentary proof.)</b>		
2	Details of Contact Person 1. Name, 2. Designation, 3. Telephone. No., 4. e-mail ID 5. Mobile No.		
3	City-wise details of offices outside Delhi in India 1. No. of Offices  <b>List to be enclosed</b>		
4	Project Activity offerings vis-à-vis Scope –  Brief write up indicating 1. Methodology, 2. Standards, 3. <b>Licensed automated tools etc. to be adopted</b>  Please specify the tool that will be used and its features.		
5	Name, Designation and Qualification of the Personnel who will take up the Security Audit. Number of Project accomplished successfully and number of project(s) on which they are working		
6	International Security standards to be followed in relation to the deliverables.		
7	Certification awarded in the field of Security Audit like CISA, CISSP, ISO 27001 certified.		
8	Is the bidder having good understanding of ISO 27001 – Yes/No?		
8	Testimonials & Recommendation Letters <b>(Attach necessary documentary proofs.)</b>		

**Please provide details of at least Three (3) (Three) PSUs/Govt organisations projects executed by your organization in similar nature of work.**

<b>Sl.No.</b>	<b>Client Name and Address, Contact Person &amp; Tel. No.</b>	<b>Project start and end dates</b>	<b>Project scope</b>	<b>Audit Tools Used</b>	<b>Security Standard Used</b>
1					
2					
3					



**TECHNICAL Bid**

**FORM A3**

**TERMS AND CONDITIONS AS AGREED**

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

Signature:  
Name:  
Designation:  
Company/Firm:

Date:

Place:

**TECHNICAL BID****FORM A4****BIDDER DETAILS**

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

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME &amp; DESIGNATION WITH SEAL OF ORGANISATION

**COMMERCIAL BID****FORM-B1**

<b><u>Sl.No</u></b>	<b><u>Service offering</u></b>	<b><u>Price (INR)</u></b> <b>A</b>	<b><u>Taxes</u></b> <b>(%) B</b>	<b><u>Total Price</u></b> <b>(Rs) A + B</b>
1	Information Security Audit of the IT Infrastructure Systems and MMTC Corporate Website & their Review			
	<b>Total</b>			

**Terms & Conditions:**

- Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection. The amount quoted is inclusive of all taxes.
- MMTC will deduct applicable TDS, if any, as per the law of the land.
- Rates for any additional /optional features to be mentioned clearly and separately.
- The rates quoted shall be in Indian rupees only. Price must to be quoted both in figures and in words.
- No other charges shall be payable by MMTC.
- All documents submitted as part of bid shall be duly stamped and signed by the authorized signatory.

Place:  
Date:

SIGNATURE OF THE APPLICANT  
NAME & DESIGNATION WITH  
SEAL OF ORGANISATION

**ANNEXURE-III**

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No.  
Date

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

1. WHEREAS, MMTC Limited, having its registered office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 India and one of its office at \_\_\_\_\_ (hereinafter called 'the MMTC') have entered into contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT) for \_\_\_\_\_ with M/s \_\_\_\_\_ (name) \_\_\_\_\_ address \_\_\_\_\_, (hereinafter called the 'XX')
2. AND WHEREAS the 'XX' under the contract is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. \_\_\_\_\_ (10% of the total **contract** value).
3. AND WHEREAS at the request of the 'XX', we, \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand without any demur upto and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under theses presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_. Our Guarantee shall remain in force until \_\_\_\_\_ (\_\_\_\_\_date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before \_\_\_\_\_ (expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part

of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".

10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. \_\_\_\_\_ only by MMTC.
11. We \_\_\_\_\_. (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

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

Witness: 1  
2

(Authorised Signatory)  
(for and on behalf of Bank)  
With Seal & Signature)

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

**AFFIDAVIT FOR ANTI-PROFITEERING DECLARATION**

**TO WHOMSOEVER IT MAY CONCERN**

I, Name \_\_\_\_\_, designation \_\_\_\_\_ of M/s \_\_\_\_\_ (name of the Organization) solemnly affirm & state the following:-

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

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

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

Deponent.

Verification:

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

Deponent

**Name & Designation of the Authorized Signatory  
Name of the Organization & Seal”**

**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement ("The Agreement") is signed at (Venue) on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between

..... having its registered offices at \_\_\_\_\_ (hereinafter referred to as "....." which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns) on the one part.

and

**MMTC Limited** having its registered office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 ("MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns) on the other part.

WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing \_\_\_\_\_ services.
- B. MMTC is India's leading international trading company, with a turnover of over US\$ 5.5 billion. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading.
- C. MMTC, pursuant to its Tender dated \_\_\_\_\_, declared [INSERT NAME] as successful Bidder for its appointment as \_\_\_\_\_. Pursuant to appointment of [INSERT NAME] as \_\_\_\_\_, certain Confidential Information relating to MMTC's business may be disclosed by MMTC to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.
- D. Both Parties agrees that the security of IT infrastructure of MMTC is critical and the IT architecture/environment/reports needs to be analyzed and reviewed to ensure that MMTC's IT infrastructure remains secured to the best possible extent. Therefore [INSERT THE NAME] has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

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

**1. DEFINITIONS:**

In this Agreement, unless the context otherwise requires,

- (a) The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMTC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.

- (b) "Contract" means the Contract for providing \_\_\_\_\_ to be entered into between MMTC and [INSERT NAME] pursuant to the award letter dated \_\_\_\_\_ declaring [INSERT NAME] as successful Bidder for its appointment as \_\_\_\_\_.
- (c) "Representatives" means Directors/Partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert the Name].

## 2. Confidential Information and Protection:

- 2.1 MMTC may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between MMTC and [PLEASE INSERT THE NAME].
- 2.2 The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of MMTC which has been created, developed or obtained by MMTC by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of MMTC which gives significant competitive advantage to MMTC and that protection of Confidential Information is of the highest importance to MMTC. Therefore [INSERT NAME] acknowledges and undertake:
- (a) to keep the Confidential Information in strict confidence for the entire duration of the Contract.;
  - (b) without the prior written consent of MMTC, [INSERT NAME] shall not disclose Confidential Information furnished to it to anyone other than its duly authorised representatives expressly approved by MMTC;
  - (c) [INSERT NAME] shall procure that its approved Representatives shall not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.
  - (d) In case the Confidential Information is disclosed to any of [INSERT NAME] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.
  - (e) to inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and
  - (f) to keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from MMTC as "Confidential".
  - (g) the Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the MMTC's Products which are the exclusive property of MMTC and are critical for the business of the MMTC and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of MMTC.
  - (h) The [INSERT NAME] shall not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.



- (i) [INSERT NAME] shall notify MMTC promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the MMTC's Confidential Information by any person or entity other than MMTC and its Authorised Representatives
  - (j) promptly furnish to MMTC full details of the unauthorised possession, use or knowledge, or attempt thereof;
  - (k) use reasonable efforts to assist MMTC in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;
  - (l) use reasonable efforts to cooperate with MMTC in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and
  - (m) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information
3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:
- (a) at the time of its disclosure to [INSERT NAME] is in the public domain;
  - (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify MMTC or any of its duly authorized representative so that an appropriate protective order and/or any other action can be taken if possible.  
  
In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment shall be accorded to the Confidential Information.

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

- (a) The Confidential Information disclosed by MMTC to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorised by MMTC.
- (b) No representations or warranties, express or implied, are made by MMTC concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither MMTC nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and MMTC expressly disclaims any such liability whether in negligence or otherwise.
- (c) MMTC shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by MMTC with regard to the Tender.
- (d) MMTC shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.
- (e) Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of MMTC without the prior written consent of MMTC.

#### **5 Return of Confidential Information**

- (a) Upon the written request of MMTC, the [INSERT NAME] shall return to MMTC all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to MMTC written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.
- (b) Upon specific request by MMTC, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

## **6 Indemnity; No Waiver; Specific Performance**

- (a) [INSERT NAME] shall indemnify, defend and hold harmless MMTC against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by MMTC which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].
- (b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and MMTC shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to MMTC at law or in equity.
- (c) Failure by MMTC in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

## **7. Relationship of Parties**

MMTC has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and [PLEASE INSERT THE NAME] shall have the authority to bind MMTC without the separate prior written agreement thereof.

## **8 No Grant of Property Rights**

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of MMTC's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

## **9 General Provisions**

- (a) MMTC has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.
- (b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

## **10. TERM AND TERMINATION**

- (a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract.

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

## **11. CONSEQUENCES OF TERMINATION**

- (a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and
- (b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.
- (c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

**12. GOVERNING LAW:** This agreement shall be governed by Indian Laws.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

## **14. DISPUTE RESOLUTION**

At the outset parties shall endeavor to resort 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.

### **i. Arbitration:**

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

The venue of arbitration shall be Delhi. The language of the arbitration shall be English.

### **ii. Exclusive Jurisdiction:**

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

## **15. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

16. **NOTICES**

Any notices to be given hereunder by either party to the other shall be in English and sent by registered post, courier or facsimile to the other party at the addresses stated below:

- (a) To,  
Praveen Kr Srivastava  
Sr Manager (Systems)  
MMTC LIMITED  
Core-1, SCOPE Complex,  
7 Institutional Area,  
Lodhi Road,  
New Delhi-110 003
- (b) [INSERT NAME]  
\_\_\_\_\_  
\_\_\_\_\_

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorised Representatives of the parties on the day and year first above written.

- 1. signed and delivered by:

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

- 2. signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

- 1. Signature:  
Name:  
Address:
- 2. Signature:  
Name:  
Address: