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NEW DELHI – 110 003 TELEPHONE NO: 011-24362200 ext 1478, 011-24361560/1590**

No: MMTC/CO/COMP/EDI/2005/VIII

Dated: 07.01.2016

## **Request for Proposal (RFP)**

**MMTC invites e-tender in two bid system (Technical and Commercial bid) for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.**

### **A. BACKGROUND – MMTC & MMTC NETWORK:**

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

Wide Area Network has been built up connecting the various regional offices all across the country through leased lines/SSL-VPN. MMTC has implemented e Application ERP solution from M/s Ramco Systems, which is a centralized solution with application and data server at the central office. CITRIX thin client solution has been implemented to enhance the application response and provide a centralized computing architecture. The ERP solution implemented uses client server architecture. The operation of ERP is done through these channels. The networking environment has been secured through installation & configuration of the Security infrastructure;

**OBJECTIVE:** MMTC intends to have an Electronic Procurement Platform for electronic tendering, auctions (forward and reverse) on application usage basis, with the objective of automating the entire Procurement process from Indenting\* to Award of Contract for MMTC Limited. The key objectives of this Platform are to achieve Process Efficiency, Reduce processing time, Achieve greater Transparency, Reduced Cost, Consistent and Sustainable Vendor & Customer Development etc.

### **1. 1.0 ELIGIBILITY CRITERIA**

1. The bidder must be an Indian entity. Relevant supporting documents like certificate of incorporation, Article & Memorandum of Association/partnership deed etc. to be furnished.
2. Bidder shall be financially sound i.e., it must have made net profits in the immediately preceding three financial years (2012-13, 2013-14, 2014-15)(Copy of Audited annual accounts to be submitted).

\* In time period to be decided by MMTC

3. Bidder must have an average turnover of at least Rs. Twelve (12) crores in e-procurement operations in e-tendering, e-auction / reverse e-auction in preceding three (3) financial years (2012-13, 2013-14, 2014-15) (Certificate from CA to be enclosed).
4. Bidder should have at least three (3) years (2012-13, 2013-14, 2014-15) experience in e-auction/ reverse e-auction for the Government sector/PSU.
5. Bidders should have successfully managed and executed E-Tendering & E-auctions (forward & reverse) transactions worth over Rs.1000 crores during the past three (3) years (2012-13, 2013-14, 2014-15)
6. The complete solution should be STQC certified as of date and should remain so during the entire duration of the contract.
7. The Bidder should be CMMi 5 level certified as of date of tender.
8. The Bidder should be ISO 27001 certified as of date of tender.
9. The Bidder should be ISO 9000 certified as of date of tender.
10. The solution should be hosted on a Tier 3 or above datacenter owned by the bidder. Data backups must be taken on once write only media.
11. The bidder must have a DRS site for the solution.
12. The following Bidders are not eligible (declaration by bidders as per Ann.IV ):

The Bidder blacklisted/banned//barred/terminated on account of non performance by any agency / Govt. Department/Government Authority to work in the field of Information Security Consulting/E-Procurement or otherwise.

The documentary evidence in respect of all the above points will have to be provided while submitting Technical bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.

Relevant PSU/Govt clients List be provided.

The bidder should submit letter of acceptance to the terms and conditions of the RFP as per Annx – III

**Disclaimer:**

The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

2.0 **SCOPE OF WORK**

The offer should provide an Electronic Procurement Platform (secure SSL web based) for electronic tendering, auctions (forward and reverse), with the objective of automating the entire procurement process from indenting\* to Award of Contract for MMTC.

2.1 The offer should provide complete solution for e-procurement including the following functionalities:

1. Indenting*	8. Prequalification evaluation of bids
2. Preparation and mapping of tender/auction documents	9. Technical evaluation of bids
3. Publishing of the tender/auction on the portal	10. Reverse Auctions should support multiple auction types & format
4. Invitation to all suppliers/Customers	11. Forward Auction should support multiple auction types & format
5. Submission of bids by suppliers /Customers including e-payment for EMD etc.	12. Commercial evaluation of bids
6. Digital Signing of Bids and bid documents.	13. Award of the contract and Purchase Order/Work Order.
7. Bid submission	14. MIS Reports.
	15. Integration with ERP operating in MMTC*.
	16. Help Desk facility at MMTC

\* In time period to be decided by MMTC

2.2 The offer should provide the following functionalities for forward e-auction (forward & reverse): -

Sl No	Roles	Responsibility
1	Auction EOI / Enquiry to be published in media other than e-auction platform.	MMTC LTD
2	Techno-commercial Scrutiny of bidder	MMTC LTD
3	Publishing / Mapping of auction in portal	Bidder
4	Mock auction to bidders/MMTC officials	Bidder
5	Sending contact details of techno-commercially approved Bidders to service provider	MMTC LTD
6	Framing Business rule containing auction format and other details	Bidder
7	Approval of Business Rule	MMTC LTD
8	Sending Business rule document to all the Bidders	Bidder
9	Collection of consent letter & compliance statement from Bidders	Bidder
8	Commercial query handling	MMTC LTD
9	Auction related query handling & Bidder Training	Bidder
10	Making user id & Password available to Bidders	Bidder
11	Assisting Bidders participate in dummy auction	Bidder
12	Event Date & Time finalization	MMTC LTD & Bidder
13	To provide Start Bid price/Estimate/minimum quantity/minimum incremental price & quantity for bidding	MMTC LTD

14	Conducting Auction & Providing Helpdesk service during auction	Bidder
15	Auction report generation and submission (Detail and summary as required by MMTC immediately after completion of auction)	Bidder
16	Price break up (if any) to be collected from the Winning bidder	Bidder
17	Non-disclosure of identity of vendors/customers to MMTC and other participating vendors for maintaining sanctity of event	Bidder
18	Multiple currency bidding, provision for bidding upto predefined decimal places , auto closing/extension of auction after predefined time, auto refresh of vendors/customer screen at pre set interval , support single as well as multiple lot auctions , display of ranks/price only on the dashboard of vendors/customer , auto bid facility & bid trail,	Bidder
19	In case of loss of connectivity of vendors/customer computer/laptop/mobile etc due to any reason , the bidders should support secure alternate to allow such vendors/customers to place the bid	Bidder
20	Voice and video logging of auction event and submission to MMTC as when asked for	Bidder
21	SMS broadcasting to vendors/customers on auction notification , schedule , reschedule etc	Bidder
22	Devise suitable auction strategy	Bidder

### **3.0 The solution should include the following components:**

- 3.1 Electronic Tender/Auction Management Application, including interfacing with the existing systems, compliant as per the Indian IT Act 2000 and subsequent amendments.
- 3.2 Auction Engine (forward and reverse)
- 3.3 Security Components.
- 3.4 Training to MMTC officials, Vendors and Customers of MMTC.
- 3.5 The e-tendering, forward e-auction and reverse e-auction platform should meet the guidelines (amended from time to time) of Central Vigilance Commission, Govt. of India Department and other instructions issued by Govt. of India & MMTC. The customization and further changes in e-procurement platform as per needs of guidelines (amended from time to time) of Central Vigilance Commission (CVC), Govt. of India Department and other instructions issued by Govt. of India & MMTC including Integration of this platform with MMTC's ERP application to undertaken by bidder in time period to be decided by MMTC.

### **4.0 Broad features of the system should be as follows:**

- 4.1 **End-to End Solution:** The solution should integrate in providing E-Payments, Public Key Infrastructure and security solutions.
- 4.2 **Flexible and Scalable solution:** The solution should be built on a modular architecture, which enables the Organization to Pick and Plug the activities as per need. The application should allow the user to define the parameters and configure the system as per requirements. The E-procurement software should be mapable with any type of organization structure and support multiple types of workflows i.e., spending & approval limit based, hierarchy based etc.
- 4.3 **Localization Factor:** Application to take care of all localized factors such as tax requirements including VAT, sales tax, excise duty, Customs, Octroi etc. The solution should be compliant as per the Indian IT Act 2000 and subsequent amendments.

#### 4.4 Security:

- 4.4.1 The solution should deploy the highest level of security that is available today in the market to prevent un-authorized access, modifications to the system, denial of service attack, hacking etc.
- 4.4.2 The Information Security Audit of the system should have been conducted from CERT-IN empanelled Auditor annually and submit the auditors report , failing which any payment due to vendor shall be withheld till such time report is made available to MMTC. The said report should also include successfully implementations of vulnerabilities and recommendations by auditors.
- 4.4.3 The system should support high order encryption level and all the commercial information is encrypted at the database level.
- 4.4.4 The entire solution should be PKI enabled and supports Digital Certificates as per the Indian IT Act 2000 and subsequent amendments.
- 4.4.5 The E-Procurement Solution should be certified by Standardization Testing and Quality Certification (STQC) Directorate under Department of Information Technology (DIT), Ministry of Communication & Information Technology and compliant with all the applicable requirements relating to functionality, security and transparency of the following guidelines (Certificate for the same to be submitted annually):
  - ‘Guidelines for compliance to Quality requirement of eProcurement Systems’ dated 31<sup>st</sup> August, 2011 of Department of Information Technology (DIT)/ Standardization Testing and Quality Certification (STQC), Ministry of Communication & Information Technology of the Government of India (DIT-Guidelines) which includes:
    - CVC Guidelines for eProcurement application software as covered by the relevant provisions of Annexure-II of DIT-Guidelines
    - GFR-2005 as covered by Annexure-III of DIT-Guidelines
    - IT Act 2000 (and its amendment 2008) as covered by Annexure-IV of DIT-Guidelines.
  - The certificate to be valid at the time of closing of the tender and remain valid during the contract period.

#### 4.5 Integration:

The proposed solution should have capability to integrate with the existing ERP application system of MMTC thereby eliminating duplication of work and provide centralized MIS on procurement/sale.

- 4.6 **On-Line availability:** The complete e-procurement solution should be available online on a 24\*7\*365 basis and accessible from anywhere.

- 4.7 **Confidentiality:** The solution should ensure complete confidentiality and security of data. It should incorporate digital signatures to ensure that only authorized personnel have access to the tender application and the data. The software prepares a log of all the activities and makes it available to the MMTC, thereby leaving a robust audit trail.

Also bidder must maintain absolute confidentiality of the documents/maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/amended before signing the contract. The bidder must remove/destroy the entire data from his custody after completion of the validity period. However a backup of data/logs to be handed over to MMTC after completion of the validity period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

**4.8 Best practices to achieve information security: - the proposed solution should ensure best practices to achieve security of infrastructure and application as detailed at Annexure V.**

**5.0 TECHNICAL BID: THE BIDDER SHOULD PROVIDE THE FOLLOWING:**

- 5.1 The Proposed Detailed E-Procurement Solution along with Flow Charts, if any.
- 5.2 Details of the Standards & Algorithms supported, conforming to Indian IT Act 2000 and subsequent amendments.
- 5.3 The Technology Platform & its Architecture.
- 5.4 Expected Benefits of the Solution to MMTC.
- 5.5 Expected Benefits of the Solution to the Supplier/Customer
- 5.6 Project deliverables, implementation methodology, project plan including go live and project rollout time.
- 5.7 E-Procurement Credentials, if any to be provided.
- 5.8 Details of Security & other features for the functions like

S.No.	Description	Compliance Y/N	Remarks with supporting document(s) ,if any
1	Audit Trail		If 'No' Go to 2.
	If Yes		
1.a	Availability of Audit trail to MMTC		If 1.a. is 'NO' go to 2
1.b	Period of availability of Audit Trails.		
2	Data Encryption during Storage		If Yes, Details of data encryption technology
3	Secure Administrator access.		
4	Authentication		Level of Authentication be defined
5	Privilege & Access Rights		
6	Process Validation		Solution to be defined.
7	Digital Signatures –		If 'No' Go to 8.
7.a	Functionalities & enforcement of Digital Agencies globally be defined.		
8	Level of SSL Encryption		
9	Perimeter Security Layers for avoiding Unauthorized Access.		Confirmation regarding deployment of Firewall, IDS/IPS , HIPS, SSL transmission, and Anti-virus etc. be provided.
10	Security of Tender Box.		Access to Tender box and Authorization level be provided.
12	Availability of the Disaster Recovery Site		If 'No' Go to 13.
12.a	Place of DR Site.		
12.b	Type of DR Site (Either Warm/Hot)		
12.c	Time Delay on switching to DR site in case of Disaster etc.		
12.d	Tier level of DR site (minimum Tier 2 site)		

13	Service Level Agreement (SLA)		If 'No' Go to 14.
13.a	Application Uptime and Outages.		
13.b	Support Response Times Server Side		
13.c	Help Desk Support for MMTC users		
13.d	Help Desk Support for Bidders		
14	Details of following of any International Security standards		
15	Certification, if any.		
16	Transparency of the system		
17	Electronic Tender/Auction Management Application, including interfacing with the existing systems, compliant as per the Indian IT Act 2000 and subsequent amendments.		
18	Auction Engine (forward and reverse)		
19	The e-tendering, forward e-auction and reverse e-auction platform should meet all the guidelines (amended from time to time) of Central Vigilance Commission, Govt. of India Department and other instructions issued Govt. of India/MMTC		
20	End-to End Solution as detailed at clause 4.1		
21	Flexible and Scalable solution as detailed at clause 4.2		
22	Localization Factor as detailed at clause 4.3		
23	Security features as detailed at clause 4.4		
24	Integration of solution as detailed at clause 4.5		
25	On-Line availability as detailed at clause 4.6		
26	Confidentiality as detailed at clause 4.7		
27	<b>Best practices to achieve information security as detailed at clause 4.8</b>		

- 5.9 The E-Procurement Solution should be certified by Standardization Testing and Quality Certification (STQC) Directorate under Department of Information Technology (DIT), Ministry of Communication & Information Technology and compliant with all the applicable requirements relating to functionality, security and transparency of the following guidelines (Certificate for the same to be submitted annually):

- ‘Guidelines for compliance to Quality requirement of eProcurement Systems’ dated 31<sup>st</sup> August, 2011 of Department of Information Technology (DIT)/ Standardization Testing and Quality Certification (STQC), Ministry of Communication & Information Technology of the Government of India (DIT-Guidelines) which includes:
  - CVC Guidelines for eProcurement application software as covered by the relevant provisions of Annexure-II of DIT-Guidelines
  - GFR-2005 as covered by Annexure-III of DIT-Guidelines
  - IT Act 2000 (and its amendment 2008) as covered by Annexure-IV of DIT-Guidelines.
- The certificate to be valid at the time of closing of the tender and remain valid during the contract period.

The documentary evidence in respect of all the above points would have to be provided while submitting Technical bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.

### **Annexure III, IV, V–A, V-B should be included in Technical Bid**

#### **6.0 Contract duration:-**

The duration of contract shall be for a period of one (1) year from the date of award of contract. However, the same may be extended for a further period of two (2) years on same terms and conditions subject to satisfactory performance by bidder. The platform must be ready within 15 (fifteen days) from the date of work order.

#### **7.0. COMMERCIAL TERMS:**

- The cost should be exclusive of all applicable Taxes. Taxes shall be paid on actual.**
- The per auction price includes multiple lots/items in e-auction, if any. All activity included in a single NIT shall constitute one auction/tender.**
- The per e-tender price includes multiple lots/items in e-tender , if any .**
- MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost for the team members/consultants during entire project period. . The same has to be borne by vendor.**
- The services charges payment per e-tender/auction (forward & reverse ) shall be as follows : Slab rate as detailed at 7.0.1.2 & 7.0.2.2 shall be applicable in respective slab only i.e. applicable rate of 101<sup>st</sup> e-tender/auction(forward & reverse ) shall be as quoted in 101 to 150 and above 100 slab respectively and so on.**
- For the purpose of evaluation of L1 the number of e-tenders and e-auctions will be taken as 175(one hundred seventy five) and 100(one hundred) respectively.**

#### **EVALUATION CRITERIA**

**Evaluation of least commercial bid (L1) criteria as follows: -**

**(cost at A1)\*100% +( cost at A.2(a)) )\*100% +( cost at A2(b)) )\*75% +( cost at A2(c)) )\*50% +( cost at A2(d)) )\*25%**

**+**



$(\text{cost at B1}) * 100\% + (\text{cost at B2(a)}) * 100\% + (\text{cost at B.2(b)}) * 75\% + (\text{cost at B2(c)}) * 50\% + (\text{cost at B2(d)}) * 25\%$

## **OTHER GENERAL TERMS & CONDITIONS:**

**8.0 Period of validity of bid:** The bidders shall keep valid their bids for 90 (ninety) days from the date of opening of bid. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidder for a specified extension of the period of bid validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

## **9.0 Earnest Money Deposit:**

9.1 A sum of Rs. 50,000/- (Rupees Fifty Thousand only) has to be deposited by the bidders as Earnest Money Deposit along with the technical bid. The payment has to be made in form of Demand Draft/Pay Order drawn in favor of “MMTC Limited” and payable at New Delhi/Delhi.

9.2 Technical Bid without EMD amount will be rejected.

9.3 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 of Performance Guarantee and its confirmation from the issuing and zonal branch of the bank.

9.4 No interest will be paid by MMTC on EMD.

9.5 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.

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

**10.0** The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Service provider’s authorized official and will bind to the Service provider to the contract. The person or persons signing the bid shall sign all pages of the original bid, except for un-amended printed literatures.

**11.0** The bid shall be submitted in two parts. Technical bid to be submitted in physical form whereas Commercial bid to be submitted electronically at MMTC’s e-tendering portal <https://mmtc.eproc.in>.

OFFERS IN LINE WITH THE ABOVE TERMS AND CONDITIONS SHOULD BE SUBMITTED ONLINE ON MMTC’S E-PROCUREMENT PORTAL (<HTTPS://MMTC.EPROC.IN>) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD OF OVERSEAS SUPPLIER. PARTICIPANTS ARE REQUESTED TO USE THEIR REGISTERED USER IDS AND DIGITAL SIGNATURE CERTIFICATES AS PER THE LATEST LOA SUBMITTED TO MMTC.

- The bidder should have legally **valid CLASS III DIGITAL SIGNATURE CERTIFICATE** from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC’s e-procurement portal.
- 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.

- Bidders are advised to print and save bid submission receipt after submission of bids.
- The internet browser used should be Internet Explorer version 10.0 and above
- The operating system should be Microsoft Windows 7
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

**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))		
<b>Contact Nos. 0120-4888888/ext-282 for helpdesk officers</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr Pankaj Kumar Verma</b>	<b>pankaj.verma@c1india.com</b>	<b>+91-9910433177</b>

BIDS ARE LIABLE TO BE REJECTED IF THEY ARE NOT IN LINE WITH TENDER TERMS AND NOT SUBMITTING AS PER INSTRUCTIONS MENTIONED IN TENDER. PARTICIPANTS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS. OTHER TERMS AND CONDITIONS AS PER MMTC'S STANDARD TERMS AND CONDITIONS FOR NFM SHALL APPLY. MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OFFER WITHOUT ASSIGNING ANY REASON WHATSOEVER. ACCEPTANCE OF PART / OPTIONAL QUANTITY WOULD BE AT DISCRETION OF MMTC.

- 12.0** The EMD DD/Pay Order must form part of Technical bid envelope.
- 13.0** The envelope shall be addressed at the following address:
- Mr. Narendra Kumar  
Manager (Systems),  
MMTC Limited, Computer Division,  
7, Institutional Area,  
Core – 1, Scope Complex,  
Lodi Road, New Delhi – 110 003
- 14.0** The Service provider shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.
- 15.0** Bid submitted by FAX/email will not be accepted. Postal delay in submission will not be condoned.
- 16.0** **Pre-bid meeting shall be conducted on 19-Jan-2016 at 14:30 hrs. Bidders should submit pre-bid queries latest by 15-Jan-2016.**
- 17.0** **Price Bid** must be received by MMTC at MMTC's e-portal i.e. <https://mmtc.eproc.com> not later **than 1500 Hrs on or before 05-Feb-16**. The technical bid must be submitted at the tender box placed at 5<sup>th</sup> floor , System Division by the same date and time.. The Technical bid will be opened in the presence of the authorized representative of the bidder at 15:30 hrs on 05-Feb-16. The commercial bid will be opened for technically qualified bidder. The date and time of opening of commercial bid will be intimated in due course of time. The person attending the opening should bring authorization letter for the same from the company.
- 18.0** Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this RFP, 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 RFP.

**19.0** 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the MMTC's action.

**20.0** For any further Technical clarification, the bidder may contact Mr. Narendra Kumar, Manager(Systems).

**21.0 FORCE MAJEURE:**

21.1 If at 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 God 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 fulfilment 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.

21.2 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.

21.3 The party which is unable to fulfil 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 the above circumstances and their duration.

**22.0 Arbitration - Dispute Resolution**

**22.1 Informal Dispute Resolution :**

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. 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.

**22.2 Formal Dispute Resolution :**

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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

## **23.0 BIDDER'S RESPONSIBILITIES AND LIABILITIES**

### **23.1 TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY**

Bidder will defend all actions against MMTC claiming that the software infringes any trade secret, copyright or duly issued patent or any other right of third parties, provided Bidder is notified promptly. Bidder shall compensate MMTC for any expenses, damage or loss suffered as a result of any claims or proceeding against them for infringement of any intellectual property rights of third parties as aforesaid.

23.2 Bidder shall be responsible for all liabilities arising out of or in connection with

23.2.1 Damage of data, computer database or any other software residing in their computer, computer system or computer network is caused;

23.2.2 Denies or causes the denial of access to any person authorized to access any computer, computer system or computer network by any means;

23.2.3 Provides any assistance to any person to facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;

23.2.4 Tampering with computer source documents.

23.2.5 Hacking with Computer System.

23.2.6 Breach of confidentiality and privacy.

## **24.0 PENALTY FOR SERVER DOWN TIME**

**24.1 APPLICATION SERVICE PROVIDER (ASP) Model:** The e-tendering/e-auction services [website as well as complete software, etc. support including availability of server] must ensure 99.5% (Hundred percent) up time round the clock (24\*7). Penalty for any disruption of service will be Rs. 50,000/- (Rupees Fifty Thousand only) for every 15 (fifteen) minutes of disruption or part thereof beyond permissible down time of 0.5% (half percent).

24.2 The system should be capable of generating reports regarding down time. Bidder shall provide mechanism for logging and recording of server or system down time, which should be acceptable to MMTC.

## **25.0 PERFORMANCE GUARANTEE:**

25.1 The successful bidder (bidder) is required to submit a Performance Guarantee as per Annexure- I on an appropriate value of stamp paper within a period of 15 days from the date of written notification of award of work order to be made to the Bidder for Rs. Two lakh only. This will be issued by a nationalized bank in India, valid until the termination of the contract period with claim period of three months thereafter. No contract shall be executed prior to submission of the required Performance Guarantee. 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. Such Performance Guarantee shall be valid until such date as the delivery of the goods has been completely effected and the warranty period has expired. 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.

25.2 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.

## **26.0 INDEMNITY**

The successful Bidder shall provide bond that at all times indemnify MMTC, being unlimited with the time, against all claims which may be made in respect of infringement of any rights protected by patent registration, design or trade mark or for any other reason for performance of the Contract by the successful Bidder. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Bidder and the Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from and indemnify MMTC for any loss/damage/cost/expenses etc.

## **27.0 SIGNING OF THE CONTRACT**

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

## **28.0 DELAYS IN THE BIDDER'S PERFORMANCE:**

28.1 Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.

28.2 Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -

- (a) Invocation of its Performance Guarantee.
- (b) Imposition of Penalty for server down time, and/or
- (c) Termination of the Contract for default.

## **29.0 Award Criteria**

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. However, MMTC shall not be bound to accept the lowest or any bid and reserves unequivocally the right to accept any bid, wholly or in part.

## **30.0 CLARIFICATION OF BIDDING DOCUMENTS**

Any Bidder requiring any clarification on the bid documents or clarification for existing IT infrastructure may notify MMTC in writing. MMTC shall respond in writing through post/email to any request for clarification, which is received at least 7 working days prior to the deadline for the submission of bids.

## **31.0 AMENDMENTS TO BID INFORMATION:**

MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda. In such case, the addendum

shall include an announcement of the new closing date set for the submission of offers, if any. The bid submitted by the Bidder shall take into account all such amendments/revisions.

### **32.0 PRICES**

32.1 Prices quoted in the Commercial Bid shall be firm and not subject to variation on any account. The Bidder should quote for the full parts of the services as specified in this RFP. Part bid for any services will not be accepted and liable to be rejected.

32.2 The price quoted by the Bidder shall remain firm & will not be subject to escalation of any description whether statutory or otherwise.

### **33.0 PAYMENT TERMS**

33.1 **FIXED PRICE:** Unless otherwise stated on the order, all prices shall be fixed for the duration of the order and shall not be subject to escalation of any description notwithstanding any change, in the cost of materials and / or labour which may take place while the order is being carried out .

33.2 The prices Includes Tender creation/processing charges E-Tendering/ E-Auction services, Post tender/auction, event report including bid comparison chart, event history and MIS report.

33.3 Payment shall be released by MMTC after successful completion of all the activities of e-tender/e-auction on quarterly basis.

33.4 No interest whatsoever, shall be payable by MMTC to bidder in any case.

33.5 MMTC does not guarantee any minimum work to bidder.

33.6 MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost for the bidder's team members/consultants during entire project period. . The same has to be borne by bidder

**37.0 Termination:** Either Party may terminate the contract for cause if the other Party breaches this contract or is in default of any of the provisions thereof, or for any other reason specified herein, by giving a written notice of termination to the Party in breach or default of the contract, not less than thirty (30) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within fifteen (15) days of the giving of such notice of termination or within such longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose

### **38.0 TERMINATION FOR INSOLVENCY**

The MMTC may at any time terminate the works order by giving written notice to the supplier, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

\*\*\*\*\*

**MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.**

**ANNEXURE I**

**PERFORMANCE BANK GUARANTEE**

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

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

WHEREAS \_\_\_\_\_ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Core-I, Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No. dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (Items) for a value of Rs. \_\_\_\_\_ (total purchase order value) (Rupees \_\_\_\_\_ (in words) and whereas the Seller has agreed to supply the computer hardware strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. \_\_\_\_\_ (Rupees )being 10% of the total value ) for the due performance of the contract in favour of the said MMTC. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

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

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

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

Witness : 1.  
2.

(Authorized Signatory)  
(Signed with stamp &  
seal of the bank)



**MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.**

**ANNEXURE II**

**NON - DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("The Agreement") is signed on \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between

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

and

**MMTC Limited** having its 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).

**WHEREAS:**

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing IT Security Consulting also 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 IT Security Consultant. Pursuant to appointment of [INSERT NAME] as IT Security Consultant, 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 MMC 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 Consultancy for IT Security 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 IT Security Consultant.
- (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 and for a period of ten years thereafter.;
  - (b) without the prior written consent of MMTC, [INSERT NAME] will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by MMTC;
  - (c) [INSERT NAME] shall procure that its approved Representatives will 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] will 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 MMCT in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and
- (m) promptly use all reasonable efforts to prevent a recurrence of any 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 its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then [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 will be accorded to the Confidential Information; and

**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 and for a further period of five years thereafter.
- (b) Notwithstanding clause 10 (a) above, MMTC may terminate this Agreement by giving a 30 days prior written notice to the other Party.

## **11. CONSEQUENCES OF TERMINATION**

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

## **12. GOVERNING LAW**

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

## **13. ENTIRE AGREEMENT**

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

**14. DISPUTE RESOLUTION**

If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by MMTC. The Arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time (“Act”) and the Award so made shall be final and binding on all the parties.

**15. SEVERABILITY**

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

**16. NOTICES**

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

- (a) 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 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.
- 2.

**MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.**

**ANNEXURE- III (Technical Bid)**

**TERMS AND CONDITIONS AS AGREED**

<b>Eligibility Criteria</b>	<b>Compliance (Y/N)</b>	<b>Supporting Document attached</b>
The bidder must be an Indian entity. Relevant supporting documents like certificate of incorporation, Article & Memorandum of Association/partnership deed etc. to be furnished.		
Bidder shall be financially sound i.e., it must have made net profits in the immediately preceding three financial years (2012-13, 2013-14, 2014-15)(Copy of Audited annual accounts to be submitted).		
Bidder must have an average turnover of at least Rs. Twelve (12) crores in e-procurement operations in e-tendering, e-auction / reverse e-auction in preceding three (3) financial years (2012-13, 2013-14, 2014-15) (Certificate from CA to be enclosed).		
Bidder should have at least three (3) years (2012-13, 2013-14, 2014-15) experience in e-auction/ reverse e-auction for the Government sector/PSU.		
Bidders should have successfully managed and executed E-Tendering & E-auctions (forward & reverse) transactions worth over Rs. 1000 crores during the past three (3) years (2012-13, 2013-14, 2014-15)		
The complete solution should be STQC certified as of date and should remain so during the entire duration of the contract.		
The Bidder should be CMMi 5 level certified as of date of tender.		
The Bidder should be ISO 27001 certified as of date of tender.		
The Bidder should be ISO 9000 certified as of date of tender.		
The solution should be hosted on a Tier 3 or above datacenter in data centre owned by the bidder. Data backups must be taken on once write only media.		
The bidder must have a DRS site for the solution.		
The following Bidders are not eligible (declaration by bidders as per Ann.IV )		

\* In time period to be decided by MMTC

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:



No: MMTC/CO/COMP/EDI/2005/VIII

Dated: 07.01.2016

**MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.**

**ANNEURE- IV (Technical Bid)**

**DECLARATION BY BIDDER**

I declare that

- (a) Our Company/firm has not been banned or blacklisted or barred or terminated on account of non performance by any government or quasi government agencies or Public Sector Undertaking

Date:

Signature:  
Name:  
Designation:  
Company/Firm

MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.

**Annexure V-A (Technical Bid)**

**Security of e-Procurement( e-tender, e-auction and reverse e-auction ) system.**

**1. Security Infrastructure level:**

Slno.	Issues	Best Practices to achieve security considerations	Compliance (Y/N)	Remarks, supporting document, if any
1	Perimeter Defense	Deployment of routers, firewalls, IPS/IDS, Remote Access and network segmentation		
2	Authentication	Network authentication through deployment of password policy for accessing the network resources. To minimize unauthorized access to the e-procurement system at system level.		
3	Monitoring	Deployment of logging at OS/ network level and monitoring the same.		
4	Secure configuration of network host	The security of individual servers and workstations is a critical factor in the defenses of any environment, especially when remote access is allowed. Workstations should have safeguards in place to resist common attacks.		
5	System patching	As the vulnerability of the system are discovered almost regularly and system vendors are also releasing the patches. It is expected the host are patched with latest security updates released by the vendors.		
6	Control of malware	Suitable control like anti-virus, anti spyware etc. should be deployed on the host associated with e-procurement system. However, option of running the services at non-privileged user profile may be looked for. Otherwise, suitable operating system which is immune to virus, Trojan and malware may be deployed.		
7	Structured Cabling	The availability of the network services is critically dependent on the quality of interconnection between the hosts through structured including termination and marking. It is expected the e-procurement system has implemented structured cabling and other controls related with network and interconnection.		

**2. Security at Application Level**

**2.1 Security during design**

Slno.	Issues	Best Practices to achieve security considerations	Compliance(Y/N)	Remarks, supporting document,
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				<b>if any</b>
1	Authentication	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are server under SSL.		
2	Access Control	The application shall enforce proper access control model to ensure that the parameter available to the user cannot be used for launching any attack.		
3	Session management	The design should ensure that the session tokens are adequately protected from guessing during an authenticated session.		
4	Error handling	The design should ensure that the application does not present user error messages to the outside world which can be used for attacking the application.		
5	Input validation	The application may accept input at multiple from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user- supplied fields should be validated at the server side		
6	Application logging and monitoring	Logging should be enabled across all applications in the environment. Log file data is important for incident and trend analysis as well as for auditing purposes. The application should log failed and successful authentication attempts, changes to application data including user accounts, server application errors, and failed and successful access to resources. When writing log data, the application should avoid writing sensitive data to log files.		

### **3 Security during application deployment and use.**

<b>S/no.</b>	<b>Issues</b>	<b>Best Practices to achieve security considerations</b>	<b>Compliance(Y/N)</b>	<b>Remarks, supporting document, if any</b>
1	Availability Clustering Load Balancing	Depending on the number of expected hits and access the options for clustering of servers and load balancing of the web application shall be implemented.		
2	Application and data recovery	Suitable management procedure shall be deployed for regular backup of application and data. The regularity of data backup shall be in commensurate with the nature of transaction / business translated in to the e-procurement system.		
3	Integrity of the application. Control of source code.	Suitable management control shall be implemented on availability of updated source code and its deployment. Strict configuration control is recommended to ensure that the latest software in		

	Configuration management	the production system.		
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#### 4 Security in data storage and communication

Slno.	Issues	Best Practices to achieve security considerations	Compliance(Y/N)	Remarks, supporting document, if any
1	Encryption for data storage	Sensitive data should be encrypted or hashed in the database or file system. The application should differentiate between data that is sensitive to disclosure and must be encrypted, data that is sensitive only to tampering and for which a key hashed value (HMAC) must be generated, and data that can be irreversibly transformed (hashed) without loss of functionality (such as passwords). The application should store keys used for decryption separately from the encrypted data. Examples of widely accepted strong ciphers are 3DES, AES, RSA, RC4 and Blowfish. Use 128-bit keys (1024 for RSA) at a minimum.		
2	Data transfer security	Sensitive data should be encrypted prior to transmission to other components. Verify that intermediate components that handle the data in clear text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.		
3	Access control	Applications should enforce an authentication mechanism that provides access to sensitive data and functionality only to suitably permitted users or clients. Role based access control should be enforced at the database level as well as the application interface. This will protect the database in the event that the client application is exploited. Authorization checks should require prior successful authentication to have occurred. All attempts to obtain access, without proper authorization should be logged. Conduct regular testing of key applications that process sensitive data and of the interfaces available to users from the internet. Include both "black box" "informed" testing against the application. Determine if users can gain access to data from other accounts.		

**Annexure V-B (Technical Bid)**

**Check lists from Central Vigilance Commission , Govt. of India , to achieve security in e-procurement platform**

S. No.	Security Consideration	Compliance(Y/N)	Remarks, supporting document, if any
1	Whether the application is secure from making any temporary distortion in the electronic of tender notice, just to mislead certain vendors?		
2	If Yes at 2 above, then whether any automatic systems alert is in the form of daily exception report in the application in this regard ?		
3	Whether application ensures that the tender documents issued by bidders are complete in shape as per the approved tender documents including all its corrigendum?		
4	Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any?		
5	Whether application ensures that all the corrigendum issued by the Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date & before uploading the corrigendum?		
6	Whether systems are safe from sending discriminatory communication to different bidders about the same e-Tendering process?		
7	Whether e-Procurement solution has also been customized to process all type of tenders viz Limited/Open/Global Tenders ?		
8	Whether online Public Tender opening events feature are available in the application?		
9	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?		
10	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?		
11	Whether application is safe from submission of fake bids?		
12	Whether encryptions of bids are done at clients place?		
13	Whether safety against tampering and stealing information of submitted bid, during storage before the opening is secured?		
14	Whether application is safe from siphoning off		

	and decrypting the clandestine copy of a bid encrypted with Public Key of tender opening		
15	Whether application is safe from otherwise encrypted bid in the e-tender box during storage to make it unreadable/invalid in any form before opening of the bids?		
16	Whether introduction of special characters / executable files etc by users are restricted in the application?		
17	Whether validity check of DSC is being done at server end?		
18	Whether systems supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?		
19	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, Password, digital signature, biometric etc?		
20	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?		
21	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time?		
22	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization & time stamping?		
23	Whether application separator any exception report / system alerts etc to indicate the resetting of the clock, in case the application at the server level and time is manipulated?		
24	Whether application ensures that the quotes from various bidders with their name are not being displayed to any one including to the Organization during carrying out of the e-Reverse Auctioning process?		
25	Whether application is fit for usage complying with the requirements of tender processing viz Authenticity of tenderer, nonrepudiation and secrecy of information till the actual opening of tenders.		
26	Whether any comprehensive third party audit (as per statutory requirement and also as per the requirements of e-ender processing (Compliance to IT Act 2000) was		

	got conducted before first putting it to public use?		
27	Whether application complies with the Commission's Guidelines dated 17.09.2009 on Security considerations for e-Procurement Systems.		

MMTC invites sealed techno-commercial bid for E-tendering & E-Auction (forward and reverse) facility on APPLICATION USAGE BASIS.

**Annexure VI** (Commercial Bid)

**e-Tender**

S.No.	Cost Element	Value (In Rs.) Quote per e-tender	Remarks
A1.	One-Time Cost, if any		
A2.	Recurring Cost Model		
	a. 1-50 Tenders/yr.		
	b. 51-100 Tenders/yr.		
	c. 101-150 Tenders/yr.		
	d. > 150 Tenders/yr		

**e-Auction (Forward & Reverse)**

S.No.	Cost Element	Value (In Rs.) Quote per e-auction	Remarks
B1.	One Time Cost, if any		
B2.	Recurring Cost Model		
	a. 1-25 Auctions/yr.		
	b. 26-50 Auctions /yr.		
	c. 51-75 Auctions /yr.		
	d. > 75 Auctions /yr		