



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200 ext 1347, 011-24361560/1590**

No: MMTC/CO/COMP/SOFTWARE/2011/1228/13

Date- 14th May, 2015

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for comprehensive Annual Maintenance Contract, Renewal of licenses for Checkpoint, Symantec Backup Exec, Citrix, and Trend Micro at MMTC Scope complex, New Delhi and Regional office Chennai

A. 1.0. BACKGROUND

Established in 1963, MMTC 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, 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 across the country through leased lines/SSLVPN. 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 and configuration of the Security Software, the system is in operation for the last ten years.

A.2.0 OBJECTIVE

MMTC intends to enter into Annual Maintenance contract and renewal of license for Checkpoint, Symantec Backup Exec, Sonicwall UTM, Citrix, Trend Micro and Intrusion prevention system at MMTC Scope complex, New Delhi and Regional office Chennai as listed at Annexure-I to Annexure-VI.

A.3.0 Current IT setup at MMTC

MMTC has installed and commissioned the LAN and private WAN network at its Corporate Office at Scope Complex, New Delhi and its regional offices and sub-regional offices across India. Existing LAN arrangements at Corporate Office and the Server farm constitutes of various brand Dell, HP, HCL, IBM Server with RAID features at New Delhi and DRS site Chennai and software i.e. Checkpoint, Symantec Backup Exec, Citrix, Trend Micro and Intrusion prevention system.

A.4.0 Eligibility Criteria:

- 1) The bidder must be an Indian Entity.
- 2) Bidder should provide at least one work order for Maintenance/support for each of the products mentioned in the scope of work of this tender.
- 3) Bidder should be financially sound i.e. it must have made profits in atleast (2) two financial years including last financial year i.e. 2014-15 in the preceding last three (3) years. (2012-13, 2013-14, 2014-15)(Audited annual accounts copy to be submitted).
- 4) Turnover of bidding company from IT products and Services for the last two financial years must exceed Rs. 20 Crore per year. (Certificate from CA to be enclosed)

4.1 Other documents to be submitted

1. Bidders should provide list of clients being serviced.
2. Bidder must comply with all terms and conditions of the tender.

Supporting document (s) to be enclosed for above or else bids are liable to be rejected. Consortium, in any form, is not allowed.

A.5.0 PERIOD OF CONTRACT

- 5.1 The contract will be for a period as detailed in clause F1 to F3. The same may be renewed annually for further period of two year on same terms & conditions/rates, if the services provided are satisfactory.

B. SCOPE OF WORK

B.1

RENEWAL/ SUPPORT OF CHECKPOINT AND SYMANTEC BACKUP EXEC at New Delhi and Regional office Chennai.

S.No.	Software/License Description
1	Renewal of Check Point Enterprise Software Subscription with Support and Services. (For Two sites, (Corporate office and DRS Site))
2	Backup Exec, Windows, Servers, v10, License (For Two sites, (Corporate office and DRS Site))
3	Backup Exec, Windows, Remote Agent (CAL) for Windows Servers, v10, license. (For Two sites, (Corporate office and DRS Site))
4	Backup Exec, Windows, Microsoft SQL Server Agent with Client Access License, v10, License. (For Two sites, (Corporate office and DRS Site))

B.2.1

COMPREHENSIVE ONSITE SUPPORT OF CITRIX PRESENTATION 4.0 AND RSA AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI. AND LICENSE SUBSCRIPTION FOR 1 YEAR.

Sl.No	Description of the product	Qty	Period
	On Site Annual Maintenance Contract		
1	Citrix Xenapp Servers	3 Servers	1.07.2015 to 30.06.2016
2	RSA Access Manager Server	1 Server	-DO-
3	Citrix Xenapp Server Licenses	125 Licenses	-DO-
4	RSA H/W Tokens	100 Tokens	-DO-
5	Citrix Access Gateway 2010 Appliance	1	-DO-
	Renewal of Licenses (For 1 year)		
6	Renewal of Citrix Subscription Advantage	100 Licenses	01.04.2015 to 31.03.2016
7	Renewal of Citrix Subscription Advantage	25 Licenses	28.06.2015 to 27.06.2016
8	Renewal of Citrix Access Gateway Universal License	20 Licenses	1.6.2015 to 31.5.2016

B.2.2

COMPREHENSIVE ONSITE SUPPORT OF CITRIX PRESENTATION 4.0 AND RSA AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI. AND LICENSE SUBSCRIPTION RENEWAL FOR 2 YEARS** (FROM BACKDATE).

Sl.No	Description of the product	Qty	Period
	On Site Annual Maintenance Contract		
1	Citrix Xenapp Servers	3 Servers	1.07.2015 to 30.06.2016
2	RSA Access Manager Server	1 Server	-DO-
3	Citrix Xenapp Server Licenses	125 Licenses	-DO-
4	RSA H/W Tokens	100 Tokens	-DO-
5	Citrix Access Gateway Appliance	1	-DO-
	Renewal of Licenses (For 2 years – from backdate)**		
6	Renewal of Citrix Subscription Advantage	100 Licenses	01.04.2014 to 31.03.2016
7	Renewal of Citrix Subscription Advantage	25 Licenses	28.06.2014 to 27.06.2016
8	Renewal of Citrix Access Gateway Universal License	20 Licenses	1.6.2014 to 31.5.2016

**MMTC has last renewed license & subscription at S.No. 6, 7 & 8 upto 31.3.2014, 27.6.2014 & 31.5.2014 respectively. MMTC may/ may not consider B.2.2. at the time of evaluation of tender.

1. Maintenance of Citrix Xenapp 5.0 and RSA Servers and its users
 2. RSA Two Factor Authenticate H/W Token
 3. Resolving connectivity issues
 4. Citrix architecture monitoring
 5. Installing & Applying patches as and when required
 6. Renewal of subscription advantage
- Technical Support: Support Contract would include problem resolution services for technical issues involving Citrix Xenapp 5.0, Citrix Access Gateway and RSA products.
- a) Engineering Support. In situations, where vendor cannot provide a satisfactory resolution to customer's critical problem through normal support method, the parent company will be involved.
 - b) Proactive Information Services. To keep Customers informed of the latest hot fix release, new product releases and critical problem alerts. Customer would receive notifications.
- Solution Tools. Solution Tools would provide technical information about Citrix products and service tools that enable customer to implement and integrate Citrix Products in an efficient and effective manner.
- Relations Management. The Support Contract option would give the Customer pro-active technical relations management. A Technical Relation Manager (TRM) would be assigned to the account to build the relationship between Customer, by providing a high-level technical expertise and proactive services.
- a) Escalation Management: In cases, where issues need engineering assistance, the TRM would act as the customer's advocate and function as point-of-contract to assist in rapid resolution of the incident.
 - b) Implementation and informational reviews: The TRM would be a resource for the Customer to assist with product information and recommendations for integration of Citrix products in the customer environments.

Renewal of Subscription Advantage for Citrix Presentation Server, Citrix Access Gateway Appliance

DELIVERABLES OF SUBSCRIPTION ADVANTAGE for Citrix Xenapp 5.0, Citrix Access Gateway and RSA (of Existing Subscription Advantage)

- Upgrade Releases, Enhancement Releases, ICA Client Releases, Citrix Solution Tools and Hot fix Notifier

Vendor will provide escalation hierarchy with alternative contact details.

Vendor shall provide support on the software for a period of one year from the date of signing contract. Service call window shall be operative from Monday through Saturday between 9:30 AM to 5:30 PM.

The fault call should be responded within 2(two) hrs and should be resolved within 4(four) hrs after lodging of fault complaint

B-3

AMC/RENEWAL, OF TREND MICRO NEAT SUITE. II ENTERPRISE EDITION FOR WINDOWS (Interscan messaging security suit, OFFICESCAN, IWSS, DAMAGE CLEANUP SERVICES)

- 1) Renewal of Trend Micro Neat suite. II Enterprise Edition for Windows, Trend Micro Damage Clean up Services and Trend Micro Outbreak Prevention Services for 300 (Three Hundred) User license.
 - 2) Activation of the keys on the respective Servers.
 - 3) Annual Maintenance contract for the Trend Micro Neat Suite II Enterprise Edition
 - 4) Vendor shall provide support on Servers (25 Nos) and the desktop (300 Nos) to maintain office scan antivirus
 - 5) Vendor shall update the products to the latest version of TREND MICRO NEAT SUITE. II ENTERPRISE EDITION
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C. CALL REGISTRATION AND COMPLETION

1. All the maintenance calls will be logged using the complaint e-mail ID or the Call Register maintained in the Computer Division or any other mutually agreed mechanism.
2. Completion of calls will be the owner of the system in the division. In case these officers are not available, their nominee will sign. Service Provider will prepare the call service slips in triplicate. MMTC User & SERVICE provider Engineer will sign these. One copy will be given to the user and one copy will be submitted to the Computer Division controlling officers. Third copy will be retained by Service Provider. No other documents will be used to workout downtime for penalty calculation.
3. One mandatory visit per month by the engineer to perform/monitor health check of all the softwares as per the scope.

D. INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS

D.1. Cost of Tender Preparation:

The bidder shall bear all costs associated with preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

D.2. Clarification of Tendering Document:

Bidders requiring clarification on tender document or for clarification sought for existing IT infrastructure may notify MMTC in writing or by fax or email. MMTC shall respond such clarification in writing or by fax or email, which is received at least five working days prior to the date of submission of bid.

D.3. Amendments to tender information:

MMTC reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or corrigendum.

D.4. Prices:

- 4.1 Prices quoted shall be firm and not subject to variation on any account.

- 4.2 The prices stated in the tenders shall include all taxes, charges, duties, incidental expenses etc. The prices stated are also to include all rights (if any) of patent; registered design or trademark and the Bidder shall be responsible against all claims in this respect.

D.5. Validity:

The bidder shall hold valid their bids for 90 days from the closing date of the tender. In exceptional circumstances, prior to the expiry of the original tender 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 in the request will not be permitted to modify his tender, but will be required to extend the validity correspondingly.

D.6 Earnest Money Deposit:

An Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand only) in form of a crossed banker's cheque, Bank Draft favouring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi be accompanied with the offer; failing which the offer will not be considered. The said earnest money deposit will be refunded to unsuccessful bidders. Also the said earnest money deposit will be refunded to successful bidder on submission of Performance Guarantee. **Earnest Money to be deposited along with the Technical bid. The bid furnished without EMD amount would liable to be rejected.**

D.7 Signing and Stamping:

- 7.1 The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Company's/Firm's authorized official and will bind to the Company/Firm to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures. **Non-Compliance would result in disqualification of the bid.**
- 7.2 The original and copies of the tender shall be signed by a person or persons duly authorized to bind the bidder to the contract. Power of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the tender. The tender documents and the related attachments shall be duly signed and stamped so as to indicate the first and second names of the signatory/signatories clearly.

D.8. Address:

The bidder shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

D.9 Procedure for submission of offers:

The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "COMMERCIAL BID". These two sealed envelopes need to be enclosed in one sealed envelope/cover. **The EMD DD/Pay order must form part of Technical quotation envelope.**

- D.10.** Sealed offers shall be submitted at the following address of MMTC, not later than **1500 hours on 08.06.2015 (Monday)**. Offers delivered after this time and date shall be summarily rejected and returned unopened.

Mr. Vipin Bindoria
Manager (Systems)
5th Floor, Computer Division
MMTC Limited, Core-I, Scope complex,
Lodhi Road,
New Delhi – 110 003

The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 hours on 08.06.2015 (Monday)**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

D.11. Corrections:

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. Non compliance may result in bid liable to be rejected.

D.12. Acceptance of Tenders:

MMTC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders, 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.

D.13. Performance Guarantee on ₹ 100 Stamp Paper (PG): (As at Annexure-II)

- 13.1 The successful Bidder, at its own expense, shall submit a Performance Guarantee within thirty days of the date of notice of the award of the Contract. A Performance Bank Guarantee, payable on demand, for an amount calculating at the rate of twenty percent (20%) of the contract value.
- 13.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank other than Co-operative bank or Gramin bank, having net worth of atleast Rs.500 Crore and capital adequacy ratio of 9% in favor of MMTC, payable at Delhi/New Delhi.
- 13.3 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.
- 13.4 The Performance Bank Guarantee may be discharged / returned by MMTC after the completion of the Contract upon being satisfied that successful Bidder has successfully performed its obligations under the Contract. The Performance Bank Guarantee shall be valid for the entire duration of the Contract period plus three months thereafter.
- 13.5 In the event the successful Bidder being unable to perform its obligations under the Contract, during the Contract period, for whatsoever reason, the Performance Bank Guarantee would be encashed by MMTC.

D.14. Payment Terms:

- 14.1 MMTC shall release half yearly payment on satisfactory completion of the first half period after submission of following documents/reports before release of payment towards Annual Maintenance Contract.
- 14.2 Payment towards renewal of license will be made on receipt of the licenses and installation/updating on the servers by the bidder and receipt of the following documents.
 - i) Submission of performance guarantee as mentioned at clause no. D.13
 - ii) Invoices.

D.15 Taxes, Duties, Levies and Incidental Expenses:

The bidder will bear all Taxes, Duties, Levies and Incidental expenses including Boarding, Lodging & conveyance etc. of the team.

D.16. 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.

D.17. Delivery and Location:

- 17.1 The renewal of software mentioned at Annexure-I to be done in 4 (four) weeks.
- 17.2 The Comprehensive Annual Maintenance services to be provided at corporate office New Delhi and Regional office Chennai at DRS site.

D.18. Indemnity:

Bidder shall at all times indemnify MMTC being unlimited with the time, against all claims, which may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark. In the event of any claim in respect of any alleged breach of a patent, registered design or trade 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.

D.19. Liquidated Damages:

The timely services are essence of the contract. In the event of service provider failure to deliver the services as detailed at scope of work within the stipulated period, the liquidated damages payable by them @ 2% per week of the order value subject to a maximum of 20% of total order value.

D.20. Force Majeure:

The force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc. The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

D.21. Arbitration:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning ad operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties. The seat of arbitration shall be New Delhi.

D.22 TERMINATION FOR DEFAULT:

- 22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part. If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; If the Supplier fails to perform any other obligation(s) under the Contract; and If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 22.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to paragraph 22.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

D.23 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person or persons contracting through purchaser.

D.24 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.

D.25 NOTIFICATION OF AWARD

The acceptance of a bid, subject to the signing of the Contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder. Any change of address of the Bidder, therefore, should be promptly notified in writing to MMTC.

D.26 SIGNING OF THE CONTRACT (Annexure-III)

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

F. COMMERCIAL BID.**FEES (in INR):**

SERVICE OFFERING	Qty	Total Charges (in ₹.) inclusive of all taxes and charges	Contract Period
F.1 Renewal/Support of Checkpoint and Symantec Backup Exec			
Check Point Enterprise Software Subscription with Smart Defence subscription (For two sites,(Corporate office and DRS site, Regional office, Chennai) as below :	1+1		20.06.2015 to 19.06.2016
<ul style="list-style-type: none"> CPMP-SSV-500 Smartview Reporter and Monitor for one VPN-1 Gateways and up to 500 users. 			-DO-
<ul style="list-style-type: none"> CPXP-SC3-100-NG Checkpoint Express-VPN-1 Express Gateway for 100 Users and SmartCentre Express for 3 Sites 			-DO-
<ul style="list-style-type: none"> CPMP-SSV-500 Smartview Reporter and Monitor for one VPN-1 Gateways and up to 500 users 			-DO-
<ul style="list-style-type: none"> CPXP-SC3-100-NG Checkpoint Express-VPN-1 Express Gateway for 100 Users and SmartCentre Express for 3 Sites 			-DO-
<ul style="list-style-type: none"> CPPWR-SMDF-100 Smart Defense for VPN-1 Power Gateway 100 Users 			-DO-
<ul style="list-style-type: none"> CPPWR-SMDF-100 Smart Defense for VPN-1 Power Gateway 100 Users 			-DO-
Renewal/Support of Symantec Backup Exec			29.12.2015 to 28.12.2016
Symantec Desktop Option 7.6 WIN 1-10 Users Renewal Essential	3		-DO-
Symantec Backup Exec 2014 Agent for Application & Databases	3		-DO-
Symantec Backup Exec 2014 Server	3		-DO-
SUB TOTAL			
F.2.1. On Site Annual Maintenance Contract.			
1. Citrix Xenapp Servers	3 Servers		1.07.2015 to 30.06.2016
2. RSA Access Manager Server	1 Server		-DO-
3. Citrix Xenapp Server Licenses	125 Licenses		-DO-
4. RSA H/W Tokens	100 Tokens		-DO-
5. Citrix Access Gateway Appliance	1 Box		-DO-
Renewal of Licenses (FOR 1 YEAR)			
1. Renewal of Citrix Subscription Advantage	100 Licenses		01.04.2015 to 31.03.2016
2. Renewal of Citrix Subscription Advantage	25 Licenses		28.06.2015 to 27.06.2016
3. Renewal of Citrix Access Gateway Universal License	20 Licenses		1.6.2015 to 31.5.2016
SUB TOTAL			
F.2.2. On Site Annual Maintenance Contract.			
1. Citrix Xenapp Servers	3 Servers		1.07.2015 to 30.06.2016
2. RSA Access Manager Server	1 Server		-DO-

3. Citrix Xenapp Server Licenses	125 Licenses		-DO-
4. RSA H/W Tokens	100 Tokens		-DO-
5. Citrix Access Gateway 2010 Appliance S.No S515MXU10A08144	1 Box		-DO-
Renewal of Licenses (FOR 2 YEARS) – From Backdate**			
1. Renewal of Citrix Subscription Advantage	100 Licenses		01.04.2014 to 31.03.2016
2. Renewal of Citrix Subscription Advantage	25 Licenses		28.06.2014 to 27.06.2016
3. Renewal of Citrix Access Gateway Universal License	20 Licenses		1.6.2014 to 31.5.2016
SUB TOTAL			
F.3 AMC and Renewal of Trend Micro Neat suite Enterprise Edition Licenses for windows			
1. Renewal, of Trend Micro Neatsuite. II Enterprise Edition for Windows, Trend Micro Damage Clean up Services and Trend Micro Outbreak Prevention Services for 300 (Three Hundred) User license.	300 Licenses		28.06.2015 to 27.06.2016
2. Annual Maintenance of the Trend Micro Neat Suite II Enterprise Edition on Server (25 Nos) and desktop (300 Nos) level.			1.07.2015 to 30.06.2016
SUB TOTAL			
GRAND TOTAL (1) = F.1+F.2.1+F.3			
GRAND TOTAL (2) = F.1+F.2.2+F.3			

** MMTC may/ may not consider F.2.2. at the time of evaluation of tender.

Please Note while quoting-

- The rates quoted above should be strictly as per the format. If there are any other charges quoted separately the bid will not be considered and may be disqualified.

Remark: -

- The cost should be inclusive of all Taxes/ VAT/any other taxes etc.
- MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost. The same has to be borne by vendor.

ANNEXURE II

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

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 20% 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 extensions 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. _____ (20% 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.

(Authorised Signatory)
(Signed with stamped)

NON - DISCLOSURE AGREEMENT (₹. 100 Stamp Paper)

This Non-Disclosure Agreement ("The Agreement") is signed on _____ day of _____ 2015, 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 service provider. Pursuant to appointment of [INSERT NAME] as IT service provider, 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 services 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 service provider.
- (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.