



MMTC LIMITED
CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003
TEL NO.: 011-24381483/1343, 011-24361560

No: MMTC/CO/COMP/IGCA/2016-17/1290/1310

Date: 08-12-2016

INVITATION FOR QUOTATION

MMTC invites e-tender for “System Process Assurance and Security Audit for Web based Indian Gold Coin Retail Software at MMTC Limited”

1. BACKGROUND - MMTC

Established in 1963, MMTC, one of the two highest foreign exchange earner for India, is a leading international trading company with a turnover of around US\$ 10 billion. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Govt of India for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC a global market coverage.

2.0 ELIGIBILITY CRITERIA

- 2.1 The Vendor/organisation should be empanelled security Auditors on Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India as on closing date of tender. Documentary evidence in respect of this parameter must be attached.
- 2.2 The company/firm must have provided services of System Process Assurance and Security Audit of web based software for at least three (3) years.
- 2.3 The company/firm must have done System Process Assurance and Security Audit of web based software for at least 2 (two) PSUs/Govt.
- 2.4 Bidder should have positive Net worth of last three financial years i.e. (FY 2013-14, 2014-15 and 2015-16)
- 2.5 The bidder must have a Service Tax Registration Number, certificate of incorporation and PAN Number.

Documentary evidence in respect of pre-qualification parameters must be attached.

3.0 SCOPE OF WORK

The broad scope of activities to be covered in **System Process Assurance and Security Audit** of IGC Software is as follows:

- Evaluating the risk analysis of organization's IGC systems, their existing controls, and their vulnerabilities, security flaws, gaps and loopholes and the probabilities of threats materializing to exploit these vulnerabilities.
- Evaluating the functions performed in the IGC Software and reviewing them
- Evaluating input, processing and output controls:
 - Identifying the parameters defined in the IGC Software with reference to user manual and testing their operating effectiveness
 - Evaluating controls related to input of data in the IGC Software
 - Evaluating controls implemented for ensuring completeness, accuracy, reasonability and relational controls of the data during input, processing and output.
 - Evaluating controls to detect/prevent errors in data processing
 - Evaluating controls to ensure data integrity
 - Evaluating reconciliation process in the IGC
 - Evaluating controls for master data modification and maintenance and application parameters correctness
 - Evaluating controls to ensure that the data output is as processed

- Evaluating controls for integration of software and related data processing
- Evaluating the user support process including user manuals, help manuals etc
- Evaluating the results of the automated process basically looking at processed transaction.
- Evaluating the adequacy and effectiveness of the system controls by examining the results of operations.
- Evaluating organization structure, segregation of duties, access rights and access privileges.
- Log review, incident response and password cracking.

Process and Security Audit of following MIS generated by web based IGC software

- Inventory Management
- Stock Receipt from the Vendor
- Stock Transfer/issue
- Sale Invoice
- Daily Price Maintenance
- Taxation
- Reports

Security Audit for IGC Software:

- Database security
- Application security
- Deployment Architecture Review
- Reports on above including recommendation for mitigation
- Organizational Security Framework
- Physical Access
- Logical Access
- Threat and Vulnerability Management
- Backup and Recovery

3.3 Schedule for Conducting System Process Assurance and Security Audit

The **System Process Assurance and Security Audit** has to be conducted is as follows.

S.No	Audit	Office	Duration
1	System Process Assurance and Security Audit	Corporate Office- New Delhi	To be completed within (4 Weeks) From Issue of Work Order
2	Review Audit	Corporate Office- New Delhi	To be completed within (2 Weeks) from mitigation of audit points

4.0 Reports

- 4.1** MMTC requires that assignment will result in a separate and complete report covering all aspects viz. identification of flaws, suggestion for solutions, future preventive measures, etc.

The formal **System Process Assurance and Security Audit** report is a key audit output and must contain the following:

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

5. Report Presentation applicable for Application Audit

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

6.0 TECHNICAL TERMS:

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

S.No.	DESCRIPTION	REPLY	REMARKS/DOCUMENTS ATTACHED, IF ANY
6.1	The bidder should be empanelled Information Security Auditors on Indian Computer Emergency Response Team (CERT-In), Department of Electronics and Information Technology Ministry of Communications and Information Technology, Government of India as on closing date of tender.		
6.2	Number of years the Firm/Company has been undertaking System Process Assurance and Security Audit (Attach necessary documentary proof.)		
6.3	Details of Contact Person 1. Name, 2. Designation, 3. Telephone. No., 4. e-mail ID 5. Mobile No.		
6.4	City-wise details of offices outside Delhi in India 1. No. of Offices List to be enclosed		
6.5	Project Activity offerings vis-à-vis Scope – Brief write up indicating 1. Methodology, 2. Standards, 3. Licensed automated tools etc. To be adopted Please specify the tool that will be used and its features.		
6.6	Name, Designation and Qualification of the Personnel who will take up the System Process Assurance and Security Audit . Number of Project accomplished successfully and number of project(s) on which they are working		
6.7	Certifications awarded in the field of System Process Assurance and Security Audit like CISA & CISSP.		
6.8	Testimonials & Recommendation Letters (Attach necessary documentary proofs.)		

7.0 Please provide details of at least 2 (two) PSUs/Govt. projects executed by your organization in similar nature of work.

S.No.	Client Name and Address, Contact Person & Tel. No.	Project start and end dates	Project scope	Audit Tools Used	Security Standard Used
1					
2					

8.0 COMMERCIAL TERMS:

PROJECT RESOURCES & FEES

8.1 Project Team Size:

The no. of persons deployed and their qualification and certifications such as CISA/CISSP to be mentioned.

9.0 FEES (in INR):

S. No.	Service Offering	Total Charges (in Rs.)
1	System Process Assurance and Security Audit	
2.	Review Audit	
2	Taxes & Levies, if any	
3	Total	

Please Note while quoting-

- **The rates quoted above should be inclusive of all expenses including out of pocket expenses, travel, boarding lodging etc. at the respective locations. If there are any other charges quoted separately the bid will not be considered and may be disqualified.**
- **Taxes and Levies to be specified clearly in Rs. term.**
- **If no taxes and levies are mentioned then the quote will be treated as all inclusive of taxes.**

10.0 Payment Terms:

100% of the **System Process Assurance and Security Audit cost** on completion/submission and acceptance of Report by MMTC Management & receipt of Performance guarantee.

100% of the **Review Audit cost** on completion/submission and acceptance of Review Report by MMTC Management & receipt of Performance guarantee.

The above payment terms would be strictly followed. Vendors are requested not to indicate their own payment terms.

11.0 IT Clearance Certificate: Firms/Companies are not required to submit Income Tax Clearance Certificate. They may instead indicate their Permanent Account Number (PAN) while submitting their bid.

Other Terms & Conditions

12.0 Period of validity of quotation: The bidder shall hold valid their quotations for 60 (sixty) days from the date of opening of quotation. In exceptional circumstances, prior to the expiry of the original quotation validity period, MMTC may request the Company/Firm for a specified extension of the period of quotation validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

-Clarification of bidding documents: Any Bidder requiring any clarification on the bid documents or clarification for existing IT infrastructure may notify MMTC in writing by 20.12.2016 MMTC shall respond in writing through post/email to any request for clarification, or by way of issuing corrigendum on MMTC's website at www.mmtclimited.com, CPPP portal at <https://eprocure.gov.in> and www.mmtc.eproc.in. All Corrigendum to this RFP shall be issued through above websites only. Bidders are advised to continuously visit our websites. 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. MMTC can seek any clarifications from bidder if required before finalizing the award.

13.0 Earnest Money Deposit: An Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five 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 successful bidder on submission of Performance Guarantee. Earnest Money Deposit in physical form in a separate envelope before due date of submission. **The quotation furnished without EMD amount would liable to be rejected.**

14.0 Performance Guarantee (PG):

- 14.1 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 in terms of **Annexure II**, for an amount calculates at the rate of ten percent (10%) of the contract value.
- 14.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Delhi/New Delhi. This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%. Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.
- 14.3 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.
- 14.4 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.
- 14.5 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.

15.0 The e-bid is to be submitted in two parts **Technical Bid and Commercial Bid only.**

16.0 The company/firm shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

17.0 Last date for submission of tender is **30.12.2016 (Friday) 1500 Hrs IST.** The tenders will be opened on **30.12.2016 (Friday) 1530 Hrs IST** in MMTC office, CO, New Delhi in the presence of duly authorized representative of participating Company/Firm who desire to be present personally. The authorize person should bring the authorisation letter from the participating Company/Firm.

18.0 MMTC reserves the right to accept or reject any tender, and to annul the quoting process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for the Purchaser's action.

19.0 For any further Technical clarification, the vendor may contact Ms Kavita Garkel CM (Sys) or Mr. Praveen Kr Srivastava, Mgr (Systems) at 011-24381372/1343 or mail to kavitag@mmtclimited.com/praveen@mmtclimited.com.

20.0 Force Majeure:

20.1 The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, Acts of God, Acts of Government, etc.

20.2 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 supplier 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 establish that such an event is not attributable to any failures on its part.

21.0 Arbitration:

21.1 All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and 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 provisions of Arbitration and Conciliation Act 1996 shall apply to this arbitration.

21.2 The venue of arbitration shall be New Delhi.

Documentary evidence in respect of pre-qualification parameters must be attached.

22.0 TERMINATION FOR DEFAULT

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

22.2 If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase order/work order, or any extension thereof granted by the Purchaser.

22.3 If the Supplier fails to perform any other obligation(s) under the Purchase order/work order; and If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

23.0 CONFIDENTIALITY

23.1 All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party, except with MMTC's written permission. In this regard vendor has to enter into Non Disclosure Agreement with MMTC as per **Annexure- I.**

23.0 SET OFF

23.1 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.

24 MERGER & ACQUISITIONS

- 24.1 In case of mergers and acquisitions of bidder company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

25 Fraud Prevention

1 Commitments of Bidder(s) / Contractor (s) Buyers(s)/Vendor(s): The Bidder(s) / Contractor(s)/Buyer(s)/Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.com/>) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

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

2 Disqualification from tender process and exclusion from future contracts : If the bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation of Clause above of “fraud prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractors(s)/Buyer(s) vender(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

3 **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 52.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

26 SPECIAL TERMS & CONDITIONS FOR E-TENDER

- 1 Offers to 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.
- 2 The bidder should have legally valid class III Digital Signature Certificate from the licensed certifying authorities operating under the root certifying authority of India (RCAI), controller of certifying authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal.
- 3 Bidders are requested to register on the e-procurement portal. The bidder should have a valid user id to access e-procurement portal of MMTC.
- 4 Bidders are advised to print and save bid submission receipt after submission of bids.
- 5 The internet browser used should be internet explorer version 10.0 and above. The operating system should be Microsoft windows 7.
- 6 Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- 7 For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

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

NON-DISCLOSURE AGREEMENT (NDA)

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 or 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 five 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) MPMC 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:

MPMC 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.

PERFORMANCE BANK GUARANTEE on (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 service of _____ (Items) for a value of Rs. _____ (total purchase order value) (Rupees _____ (in words) and whereas the Seller has agreed to do **System Process Assurance and Security Audit** 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 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 letter 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. _____ (10% 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 stamp)