



MMTC LIMITED
CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003
TEL NO.: 011-24381347, 011-24381372

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

Date: 5th June, 2015

INVITATION FOR QUOTATION

MMTC invites sealed quotations for “ERP application Security Audit and Comprehensive Information Security Audit Of The IT Infrastructure & Systems at MMTC Limited for CO & all regional offices”

1. BACKGROUND - MMTC

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.

2.0 ELIGIBILITY CRITERIA

- 2.1 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 31.08.2015.
- 2.2 The bidder must have provided services of IT Security Audit for at least last three (3) financial years as on 30.04.2015
- 2.3 The bidder must possess CISA/ CISSP/ ISO 27001 certification in the field of IT Security Audit.
- 2.4 The bidder must have done IT Security Audit for at least 3 (three) large scale, enterprise-level organisation and at least 2 (two) PSUs/Govt.
- 2.5 The bidder shall be financially sound i.e., it must have made profits in the immediately preceding three financial years (i.e. FY 14-15, FY 13-14 and FY 12-13).
- 2.6 The bidder must have a Service Tax Registration Number, certificate of incorporation and PAN Number.

Documentary evidence in respect of above pre-qualification parameters must be attached or else bids will liable to rejected.

3.0 SCOPE OF WORK

Scope of work for Security Audit would be as under:-

(I)

(A) -ERP Application Security Audit (RAMCO ERP e. Application ver. 3.1) focusing on following ERP modules.

1. HRM & Payroll
2. Finance Modules (AP, AR and GL)
3. Logistic Modules (POM,SOM,SHP and IMS)
4. Bullion Trading System (BTS)
5. Management Control (MAC)

(B) - In house developed software in .Net Technology– Retail Management software (RMS), LAW, Fixed Asset Management Systems (FAM), Training Information System(TIS)

(II) ERP System Application Security Audit will include:

1. Database security
2. Application security
3. Deployment Architecture Review
4. Reports on above including recommendation for mitigation

(III) The IT security auditing to access the security posture of systems and networks in line with ISO 2007 including following:

1. Network mapping
2. Vulnerability assessment
3. Network penetration testing
4. Review and assessment of IT security policies and controls as per best practices.
5. Password cracking
6. Log review, incident response and forensic auditing
7. Integrity checks
8. Malwares detection

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

3.1 Risk assessment and identification of security needs in conformity to ISO 27001 which includes:

Evaluation and gap analysis:

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

3.2 Review of current IT policies and procedures and provide recommendations for roadmap to ISO 27001

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

4.0 Schedules for Conducting Information Security Audit of the IT Infrastructure and Systems

The Information Security Audit has to be conducted two (2) times in the year as follows.

S.No	Audit	Office	Tentative date for commencement of audit
1	Comprehensive & rigorous IT Security Audit	Corporate Office- New Delhi, Delhi Regional Office at Jhandewalan- New Delhi, Jaipur, Chennai, Hyderabad, Kolkata, Mumbai, Ahmedabad, Goa, Bangalore, Vizag and Bhubaneswar	-To be started within one week from date of issue of work order. -To be completed within 6 Weeks
2		REVIEW of Audit for Corporate Office- New Delhi, Delhi Regional Office at Jhandewalan- New Delhi, Jaipur, Chennai, Hyderabad, Kolkata, Mumbai, Ahmedabad, Goa, Bangalore, Vizag and Bhubaneswar	To be completed within 2 Weeks after mitigation of compliances.

5.0 Reports

- 5.1 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 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

6. Report Presentation applicable for IT Security Audit

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

7.0 TECHNICAL TERMS:

The bidder should provide the following details along with documentary proof:

S.No.	DESCRIPTION	REPLY	REMARKS/DOCUMENTS ATTACHED, IF ANY
7.1	Number of years the bidder has been undertaking IT Security Audit (Attach necessary documentary proof e.g. Work Order/Completion certificate .)		
7.2	Details of Authorized Contact Person 1. Name, 2. Designation, 3. Telephone. No. with STD code, 4. Mobile No. 5. E-mail ID		
7.3	City-wise details of offices in India with contact number -In New Delhi -Outside New Delhi List to be enclosed		
7.4	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 tools and its features that will be used		
7.5	1. Name, Designation and Qualification of the Personnel to be deployed for IT Security Audit. 2. Number of Project accomplished successfully and number of project(s) on which they are working		
7.6	International Security standards to be followed in relation to the deliverables.		
7.7	Certification, if any, awarded in the field of Security Audit like CISA, ISO 27001, CISSP & ethical hacking certified.		
7.8	Testimonials & Recommendation Letters (Attach necessary documentary proofs.)		
7.9	Is the bidder having good understanding of ISO 27001 – Yes/No? ((Attach necessary documentary proofs.))		

8.0 Please provide details of at least Three (3) large scales, enterprise-level projects with min Two (2) PSUs executed by your organization in similar nature of work. (Attach necessary documentary proofs.)

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					
3					

9.0 COMMERCIAL TERMS:

PROJECT RESOURCES & FEES

10.1 Project Team Size:

The person deployed should have suitable auditor qualification and certifications such as CISA/CISSP/ISO 27001 Assessor/ISA or any other formal security auditor qualifications etc.

10.2 FEES (in INR):

S. No.	Service Offering	Total Charges (in Rs.)
1.	IT Security 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.**

11.0 Payment Terms:

100% of the Order Value, on completion/submission and acceptance of Report by MMTC Management & on receipt of Performance guarantee as per clause number 14.0.

The above payment terms would be strictly followed.

Other Terms & Conditions

12.0 Period of validity of quotation: The bidder shall hold their quotations valid 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.

13.0 Earnest Money Deposit: An Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty 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 after confirmation of Performance Guarantee. Earnest Money to be deposited along with the Technical bid. **The quotation furnished without EMD amount would 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 Limited, payable at Delhi/New Delhi.
- 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 as a claim period.
- 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 quotation shall be submitted in two parts, **Technical and Commercial**.

16.0 The bidder 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 **26.06.2015 1500 Hrs IST**. The tenders will be opened on **26.06.2015 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 During evaluation of bids, MMTC may, at its discretion, ask the bidder for clarification of its bids. Also MMTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for MMTC's action.

19.0 For any further Technical clarification, the bidder may contact Mr. Narendra Kumar, Manager(Systems), Ph. 011-24381343, email- nkumar@mmtclimited.com and Mr. Vipin Bindoria Manager(Systems), Ph. 011-24381343, Email- vipin.bindoria@mmtclimited.com.

20.0 Force Majeure:

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

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

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.

22.0 TERMINATION FOR DEFAULT

- 22.1 MMTC may, without prejudice to any other remedy for breach of work order, by written notice of default, sent to the Bidder, terminate this work order in whole or in part.
- 22.2 If the Bidder fails to deliver any or all of the services within the time period(s) specified in the work order, or any extension thereof granted by MMTC.
- 22.3 If the Bidder fails to perform any other obligation(s) under the work order; and If the MMTC, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

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 bidder 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 Bidder (including security deposit refundable to him) under this contract may be appropriated by MMTC or any other person or persons contracting through MMTC and set off the same against any claim of MMTC 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 Bidder with MMTC 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.

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) 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.

ANNEXURE II

PERFORMANCE BANK GUARANTEE on (Rs. 100 Stamp paper)

No. _____.

Date _____.

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

WHEREAS _____ (Bidder 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 services of _____ (Items) for a value of Rs. (total work order value) (Rupees _____ (in words) and whereas the Seller has agreed to conduct the IT security audit 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 100% of the total value) for the due performance of the contract in favour of the said MMTC. We _____ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. _____ (Rupees _____ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

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

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

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

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

Witness : 1.
2.

(Authorised Signatory)
(Signed with stamp & seal of the Bank)