

Non-Disclosure Agreement

[The Non-Disclosure Agreement needs to be signed by a person duly authorized by the bidder. A copy of the authorization by the bidder (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]

[A similar Agreement needs to be signed by the MSP on award of the contract and the same shall be made available by ITD to the selected MSP]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, the President of India, through his authorized representative Additional Director General (ADG) of Income Tax (Systems) - 4, Income Tax Department, Government of India having its office at ARA Centre, Jhandewalan Extension, New Delhi hereinafter referred to as Purchaser, (which expression shall unless repugnant to the context include representatives, successors and permitted assigns) of the First Part hand,

AND

<***>, a Company incorporated under the Companies Act, 1956 or any other services company law as per section 2(20) of the Indian Companies Act 2013, having its registered office at <***> (hereinafter referred to as the ‘**Managed Service Provider**’/‘**MSP**’, which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Second Part. [**Note:** Optional text in the event the MSP is an individual Party]

OR

A consortium of:

<***>, a Company incorporated under the Companies Act, 1956 or any other services company law as per section 2(20) of the Indian Companies Act 2013, having its registered office at <***> (hereinafter referred to as the ‘**Managed Service Provider**’/‘**MSP**’, which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Second Part.

AND

<***>, a Company incorporated under the Companies Act, 1956 or any other services company law as per section 2(20) of the Indian Companies Act 2013, having its registered office at <***> (hereinafter referred to as the ‘Consortium Member’, which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Third Part.

[**Note: Optional text** where the designated MSP is a Consortium of Bidders]

WHEREAS

1. the Purchaser has issued a RFP inviting various organisations for 'Selection of Managed Service Provider for WAN, LAN & FMS and VC' for the Income Tax Department (hereinafter called the "Project") of the Purchaser;
2. the Bidder, having represented to the "Purchaser" that it is interested to bid for the proposed Project and being found to be the successful bidder(s) on completion of the bid process;

The Purchaser and the Bidder agree as follows:

1. In connection with the "Project", the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c) Use the Information only as needed for the purpose of bidding for the Project;
 - d) Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b) Is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
6. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____ (signature and company seal) _____

(Name of the Authorised Signatory)