



# National Intelligence Grid (NATGRID)

Ministry of Home Affairs, Govt. of India

1<sup>st</sup> Floor, Shivaji Stadium Annexe, Connaught Place,  
Shaheed Bhagat Singh Marg, New Delhi - 110001

Tender ID: 2019\_NATGR\_432861\_1 Issued date: 18.01.2019

Tender title: Procurement of Hardware and Software

Tender reference No.: 24011/2/2018-OM

## Corrigendum

A. The following Queries have been received from prospective bidders and discussed in Pre-bid Meeting held on 30.01.2019. The clarifications issued by NATGRID for the same are tabulated as under:

S. No	Clause No.	Query	Clarification issued
1	S. No. 4 of Annexure 6.1.2	Need to have confirmation if the HA deployment is a must from day-one? In that case whether customer already has a SAN/iSCSI NAS which can be used as a shared storage	HA deployment is a must from day one. And should be deployable on high end server as mentioned in 6.1.5 on virtual machines.
2	S. No. 16 of Annexure 6.1.2	If there'll be continuous access to Internet for proxy to get updates/signatures etc. from cloud?	Yes, for hardening purpose, selected bidder shall provide specific URLs / IP and ports of signature update / firmware updates that will be tested internally before being applied.
3	S. No. 1 of Annexure 6.1.2	If there's a SSL offloading device available at site or the proxy is supposed to perform offloading with self-certificate	Proxy should support SSL Offloading feature.
4	S. No. 1 of Section 6.1	Whether each quantity should support 150 users/devices? Or total licenses (3 for log management and 2 for proxy) should support 150 users/devices.	Each quantity should support 150 users/devices.

Queries discussed in Pre-bid Meeting held on 30.01.2019

5	Annexure 6.1.3	How many domains in Active directory to be considered for license?	License to be supplied should support multiple domains
6	Annexure 6.1.5	How many numbers of processors to be supplied per server?	Server to be supplied with minimum 04 processors per server with 12 or higher cores per CPU.
7	Annexure 6.1.2	Storage requirement for High Availability.	Advised to use server storage. No separate SAN / NAS will be provisioned for this in the Requirement proposal.

The aforesaid clarifications shall be treated as part of Tender Enquiry.

B. The following text may be treated as addition to the existing entries at Clause no. 8 under Section – 1 i.e. Notice Inviting e-Tender (NIT) of Tender enquiry and wherever applicable:

***“Bidders registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security.”***

C. The existing Form-6 of the Tender enquiry document stands replaced by the revised format as under:

#### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**[Revised Format for Form-6]**

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019 (hereinafter referred to as the “**Effective Date**”).

#### **BY AND BETWEEN**

The President of India acting through his duly authorized representative <<insert designation>>, National Intelligence Grid (NATGRID), Ministry of Home Affairs, Government of India, having its official headquarters at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New

Delhi – 110001 (hereinafter referred to as “NATGRID”) of the **First Part;**

**AND**

[name of the vendor], a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [\_\_\_\_]] with its [registered/corporate/head office] situated at [\_\_\_\_] and acting through its authorized representative [Name of the representative] \_\_\_\_\_(hereinafter referred to as the “**Recipient**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) of the **Second Part.**

NATGRID and the Recipient shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS:**

1. NATGRID has engaged the Recipient for \_\_\_\_\_[Kindly insert the service to be provided by the Recipient] (“**Service**”). [N.B: Details of different types of service depending on the tracks.]
2. The Recipient had represented to NATGRID that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to NATGRID and would therefore have access to certain information, documents, etc. provided by NATGRID or otherwise.
4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there would be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/information from the NATGRID to the Recipient. The Recipient agrees that any information disclosed to the Recipient by NATGRID or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/or not utilized for any purpose other than for which it was disclosed without the prior written consent of NATGRID.
5. NATGRID and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. It has been further agreed between the Parties that there shall be a separate Confidentiality and Non-Disclosure Agreement executed between the NATGRID and all the employees of the Recipient-who are involved in the delivery of Services under this Agreement.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:**

## 1. Confidential Information

(i) "Confidential Information" shall mean all confidential and proprietary information of NATGRID which includes but is not limited to:

- a) All Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning NATGRID.
- b) Any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the NATGRID.
- c) All other information and material of NATGRID relating to method of development/deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by NATGRID, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
- d) Any other confidential and proprietary material and information, disclosed by NATGRID in relation to this Agreement whether orally or in writing; provided that with regard to any information shared orally by NATGRID to the Recipients shall be notified to the Recipient in writing as confidential within 7 days of such discussion.
- e) Any other information provided by NATGRID to the Recipient or procured by the Recipient from NATGRID shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked "Confidential" / "Restricted" etc. or not by NATGRID; or even if the same is unclassified.

(ii) Unless otherwise specified by NATGRID, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

- a) was generally known to the public prior to the disclosure under this Agreement , provided the same is declared to be in the public domain by NATGRID at the time of receipt of such information; or
- b) is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

- c) is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or
- d) is independently developed by Recipient apart from the transition as contemplated under this Agreement; or
- e) is approved for release by written authorization of NATGRID; or
- f) is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives NATGRID prompt notice and assists NATGRID, at NATGRID's expense, in obtaining an applicable protective order.

## 2. Non-Disclosure Covenant

2.1 Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from NATGRID by way of non-disclosure pursuant to this Agreement, the Recipient shall:-

- (i) Keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as the Recipient accords to their own Confidential Information;
- (ii) Only use Confidential Information for the permitted purpose as contemplated under this Agreement;
- (iii) Not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers, lawyers, consultants and advisors:-
  - a) Who need such information for the permitted purpose under this Agreement; and/or
  - b) are informed of the proprietary and confidential nature of the Information; and/or
  - c) Come under the purview of this Agreement by virtue of the Recipient's acceptance same.
- (iv) Not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.
- (v) The non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by NATGRID after the expiry of the Contract for service, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the

Recipient has access to Confidential Information and at all times thereafter.

2.2 The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of NATGRID or the Government of India including but not limited to those mentioned herein below:-

(i) make any sketch, plan, model, or note using the Information provided by NATGRID which might be directly or indirectly, useful to any third party;

(ii) obtain, collect, record or publish or communicate to any other person any secret/ official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by NATGRID.

2.3 As regards the Confidential Information and acts or information as mentioned in Clause 2.2 above, the Recipient hereby agrees that the Recipient shall not:

(i) communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by NATGRID; or

(ii) use the information provided by NATGRID in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State; or

(iii) retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by NATGRID with regard to return or disposal thereof; or

(iv) fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by NATGRID.

### **3. Other Obligations of the Recipient**

(i) The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by NATGRID and without limitation of the foregoing, the Recipient agrees not to do the following:-

a. Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

b. Take any other action which may lead to breach of the confidential and propriety nature of

such Confidential Information provided by NATGRID.

(ii) The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its officers, employees; and affiliates to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

(iii) The Recipient acknowledges that such Confidential Information provided by NATGRID shall remain the property of NATGRID and that the disclosure and/or provision of Confidential Information by NATGRID is solely for the purposes as stipulated by NATGRID and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect NATGRID.

(iv) The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by NATGRID that is or may be revealed to him by NATGRID unless specifically authorized to do so in writing by NATGRID.

(v) The Recipient acknowledges that any and all the Confidential Information that may be disclosed by NATGRID under this Agreement is the valuable property of NATGRID and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/or release of the Confidential Information by the Recipient without the prior written consent of NATGRID will cause NATGRID to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/or release the Confidential Information provided by NATGRID which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of NATGRID, then NATGRID shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement.

(vi) The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/inadvertent disclosures of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to NATGRID and/or provide proof of destruction any and all Confidential Information or any other information as mentioned under clause 1, 2.2 and 2.3 of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

(vii) The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of NATGRID. However, the said permission of NATGRID may be subject to:

(a) For services-include terms which restrict the deployment of the same personnel who are working on NATGRID project with any other organization without permission of NATGRID during engagement with NATGRID.

- (b) For products- The configuration, deployment details, etc. of the products provided by the Recipient to NATGRID shall not be discussed by the Recipient with any third party.

#### **4. SECURITY OBLIGATIONS OF THE RECIPIENT**

(i) The Recipient hereby agree and acknowledges that only a limited number of persons who have direct concern with delivery of Services under this Agreement shall peruse any confidential information received from NATGRID.

(ii) The Recipient agrees and acknowledges that any confidential information will at all time and during all stages remain in the personal custody of the person to whom it was addressed or entrusted to the personal custody of person who is directly concerned with delivery of Services under this Agreement

(iii) The Recipient further agrees and undertakes not to send or otherwise communicate with respect to any confidential information under this Agreement except by way of secure communication lines and surreptitious eves-dropping, monitoring and masquerading on the communication lines should be safeguarded against. Further, the recipient shall ensure any unauthorized physical access to computer terminals is prevented and under no circumstances are any physical copies of the confidential information carried loose in the hands of the persons dealing with the confidential information.

(iv) The Recipient further agrees and acknowledges that it is not authorized to carry any physical copies of confidential information to his residence. If any person loses confidential information after taking it to his residence with prior authorization of NATGRID, the provision of Penalty as stipulated in the Clause 5 of this Agreement shall be applicable.

(v) It is further agreed between the Parties that in the event of any violation or breach of any of the sub-clauses of Clause 4 committed by the Recipient, the provision of Penalty as stipulated in Clause 5 of this Agreement shall be applicable.

#### **5. PENALTY**

It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, NATGRID shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment of legislation in India. In such an eventuality, NATGRID further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by NATGRID of the right to prosecute the Recipient for any statutory violation.



## 6. MISCELLANEOUS

**(i) Interpretation:** The interpretation of NATGRID with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the authority next to NATGRID in MHA, i.e., the Union Home Secretary.

**(ii) Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

**(iii) Indemnification:** The Recipient agrees to indemnify and hold NATGRID harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against NATGRID due to any breach, non-observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

**(iv) Amendments:** The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

**(v) Severability:** If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision would be grossly inequitable under all of the circumstances or would affect the primary purposes of this Agreement.

**(vi) Waiver:** The non-exercise of or delay in exercising any power or right by NATGRID shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

**(vii) Relationship between the Parties:** Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

**(viii) Notices:** Every notice, demand or other communication under this Agreement shall:

- a. Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.
- b. Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

c. Be deemed to have been received:

1. When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
2. If given by registered AD post or Speed post AD, 48 hours after it has been put into post, (To be confirmed) and
3. If sent by fax or electronic mail (E-mail) at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to
  - i. Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
  - ii. The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

**(ix) Governing Law and Jurisdiction:** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate Court of Delhi, India.

**IN WITNESS WHEREOF,** the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the President of India represented by

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

[Employer]

**WITNESSES:**

1.

2.

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_  
[Recipient]  
Represented by its Authorized Signatory,

Mr./Ms. \_\_\_\_\_

**WITNESSES:**

1.

2.

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(End of Form-6)

D. All other terms and conditions remain unchanged.

**(Note: Kindly see all clarifications/corrigendum on e-procurement website & read Bid Document carefully before submission of response. Also ensure that all documents are fully authenticated with Digital Signature of Authorized Signatory. )**