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INDIAN INSTITUTE OF ASTROPHYSICS

(MINISTRY OF SCIENCE AND TECHNOLOGY, GOVT. OF INDIA)

KORAMANGALA, BANGALORE – 560034

No.RFT/IND/007/TMT/PKM/17-18

Dated: 16th May 2017

CORRIGENDUM – I

Ref: Public Tender Notice No. RFT/IND/007/TMT/PKM/17-18 dated 25th April 2017 released on departmental website for Manufacture and Supply of Prototype Actuators for TMT Project - reg.

1. Last date for submission of Tender along with EMD of Rs.2,00,000/- and Tender Fee of Rs.500/- (Two Bid System) is extended to **7th June 2017 upto 15.00 hours.**
2. The Technical bids will be opened at 15.30 hours on **7th June 2017.** Bidders (or Authorized representative) will be allowed to witness.
3. The vendors who have already quoted need not quote again. However, such vendors can submit a revised quote, latest quote will be considered.
4. For details visit our website: www.iiap.res.in/tenders.htm to download the relevant tender documents.
5. Please find attached the format of Confidentiality Agreement to be submitted along with Price bid.
6. Other terms and conditions are remain same.

K.P.Vishnu Vardhan
Stores & Purchase officer

CONFIDENTIALITY AGREEMENT

(To be typed in Rs.100 value Government Stamp Paper)

This Confidentiality Agreement is made and entered into between Indian Institute of Astrophysics (IIA)/India TMT Co-Ordination Centre (ITCC), an autonomous institution under Department of Science and Technology, Government of India having its office at Koramangala, Bengaluru-560 034 (hereinafter referred to as "IIA/ITCC") and M/s ----- (hereinafter referred to as Supplier) having its Registered Office at.....

The purpose of this Non-Disclosure & Confidentiality Agreement (hereinafter referred to as the "Agreement") is to define the terms and conditions where information will be shared by IIA/ITCC with respect to the Contract for manufacturing and supply of segment support Assemblies for thirty meter telescope project.

1. It is mutually, therefore, agreed that the following shall form part of the terms and conditions for continued business :

- a) The supplier shall not divulge to anyone else except under the authority and for the purpose of IIA/ITCC, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by IIA/ITCC for the purpose of manufacture or in connection with developmental activities, constitute the property of IIA/ITCC (hereinafter referred to as "Confidential Information") and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details provided to the supplier through contract to be entered into and drawings, brochures, specifications, and/or any other documents relating to (Segment Support Assembly (SSA) provided to them.
- b) The supplier shall not supply the components / spares exclusively manufactured for IIA/ITCC with the Technical Data / Specifications / assistance furnished by IIA/ITCC and shall not disclose any initiations, development of adaptations thereof to anyone else except with the written consent of IIA/ITCC.
- c) The parties hereby agree that the obligations imposed upon the Supplier herein shall not apply to Confidential Information which:
 - 1) is or becomes publicly known through no wrongful act of the Supplier; or
 - 2) was in the public domain at the time it was disclosed to the Supplier; or
 - 3) was known to the Supplier at the time it was disclosed; or
 - 4) is or was rightfully received from another without any breach of this Agreement; or
 - 5) is independently developed by the Supplier; or
 - 6) is approved for release by prior written authorization of the IIA/ITCC; or
 - 7) is required by operation of law to be disclosed. In the event the Supplier is required to disclose IIA/ITCC's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, the Supplier shall notify IIA/ITCC of the legal process, and allow the IIA/ITCC to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure.

- d) IIA/ITCC shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Supplier shall pay, without actual proof of damages. IIA/ITCC shall be entitled to apply to any court of competent jurisdiction for equitable relief, including injunctive relief, specific performance.
- e) This Agreement shall be governed, construed and interpreted in accordance with the laws of India.
- f) This Agreement covers the disclosure of all Confidential Information for a period of 10 years commencing as of the Effective Date or as notified by IIA/ITCC, whichever is later.
- g) **ARBITRATION:** In the event of a dispute or difference which cannot be resolved by mediation, the same will be referred to an Arbitration Tribunal consisting of three members. Either party will give notice to the other regarding its decision to refer the matter to arbitration. Within 30 days of such notice, one Arbitrator must be nominated by each party and the third Arbitrator will be nominated by agreement between the parties to this agreement. The venue of the arbitration will be Bengaluru. Subject to the aforesaid, the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force will be deemed to apply to the Arbitration proceedings.

2. The Signatories hereto declare that they have the sanction and power to execute and deliver this binding agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Confidentiality Agreement on written in the presence of Witnesses.

For IIA/ITCC

For M/s. XXXX

dd.mm.2017

dd.mm.2017

WITNESS:

WITNESS:

1.

1.

2.

2.