



Government of India  
Ministry of Electronics & Information Technology (MeitY)  
Unique Identification Authority of India (UIDAI)  
Technology Centre  
AADHAAR Complex, NTI Layout, Tata Nagar, Kodigehalli,  
Bengaluru-560092. Ph.: 080-23099200



File no: TC-UID/Admin/ Facility Management HDC/106/Blr/2019-2020/Vol-II

dt: 14.08.2019

### **CORRIGENDUM**

Reference is made to Tender no. **TC-UID/ADMIN/ FACILITY MANAGEMENT HDC/106/BLR/2019-2020/Vol-II** published in CPP portal( **Tender ID No: 2019\_DIT\_489402\_1**) on 25.07.2019 for “**Compehensive Facility Management Services ( FMS) for UIDAI, Technology Centre Building, Tata Nagar, Bengaluru- 560092**” by Unique Identification Authority of India.

Further to the pre-bid meeting held on 07.08.2019, the office has issued the following with the approval of Competent Authority.

1	Reply to queries raised by the firm attended Pre-bid Meeting on 07.08.2019	Annexure-A
2	Corrigendum 1	Annexure-B

Sd/-

Deputy Director ( Admin)

Queries raised by the firm attended Pre-bid Meeting on 07.08.2019

S.No	Clause No.	Existing Clause of RFP	Requested by the firm	Response of UIDAI
1	3.9.2	Contractor shall ensure all the manpower are deployed on company's pay rolls only. Sub-contracting of manpower is not allowed.	Man power will be on pay Roll of Agency and supporting manpower will be on Third party (Ownership lays with <b>the bidder</b> ) We shall deploy the Manager on our company payroll. All other manpower shall be deployed thru our payroll partner who will be responsible for payroll management only. Agency shall be solely responsible for the deliverables of the contract; an undertaking in this regard can be submitted. The statutory like ESI, PF will be borne by the Agency directly	-No change -
	3.9.3	Contractor has to ensure presence of 100 % strength of manpower as per the duty chart. No	Single manpower deployment, practically not possible to adhere to this clause Example: Pages 48/49 S.No-	Wherever single manpower is required, up to 02 days no penalty will be levied on account of Non-deployment of replacement

		worker shall leave the site without proper handing/taking over of duties or without proper permission from UIDAI authorized representatives.	1/2/9/12/14/15/16 for single manpower on emergency or sick leave arrangement of alternate person will be difficult (As there won't be a reliever for single manpower)	manpower, subject to prior approval of UIDAI on case to case basis.
	3.17.5	The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification (Within 02 weeks from the date of on-boarding) and other formalities.	The police verification clause would require a month as there is dependency on police officers to clear the same.	Agreed.
	3.18.1	The contractor shall deploy the same person as Manager / Supervisor who were interviewed at the time of evaluation and no change in this regard will be accepted. However, if the	The Manager / Supervisor interview can be held after the commercial bid opening and rewarding of the contract. We put forth our inability to furnish the CV's & Candidates for	Agreed, subject to submission of CVs of prospective candidates identified as Manager and supervisor by the successful bidder and approved by UIDAI, within one week from the date of notification of award. UIDAI may interview the candidates before approving

		<p>person has resigned / leaving the company, the contractor may offer alternate CVs for UIDAI's evaluation/ acceptance.</p>	<p>the position of Manager&amp; Supervisor before release of Letter of Intent by UIDAI. We however are ready to provide an undertaking that the Manager&amp; Supervisor would be technically sound and their candidature would be approved by UIDAI, failing which we will ensure that one of our Sr. Engineers stand in till the suitable candidate is identified by us and approved by UIDAI. UIDAI to confirm if this is acceptable.</p> <p>Presenting the candidate for interview before award of contract may not be feasible; The same can be arranged post opening of financial bid.</p>	<p>them.</p>
	3.12.2	<p>Maximum lead time of 02 (Two) weeks from the date of signing the Agreement shall be given to the Contractor before deployment of</p>	<p>We requested that the lead time be extended from 2 to 4 weeks for star-up of the operations. UIDAI confirmed that the lead</p>	<p>Agreed.</p>

		<p>personnel at site. The Contractor shall also prepare OEM spare list and a list of all usable spares available for the equipment, for which maintenance is in scope of Contractor at the time of taking over</p>	<p>time would be 4 weeks from the finalizations of the successful bidder i.e 2 weeks for providing Performance BG from the date of award of the contract and 2 weeks thereafter for star-up of operations. UIDAI to please confirm.</p>	
	3.13.1,3.13.2	<p>Contractor has to ensure that the resources employed by them are paid not less than minimum wages notified by Central government from time to time. Further , the FMS agency has to comply with all relevant laws like labour laws / minimum wages act /PF act / ESI act etc at all times.</p> <p>As and when wages are being revised by the Gazette notification of Govt. of India, the increased wages shall be paid during</p>	<p>UIDAI confirmed that MW as per CG Notification would be reimbursed only in all such cases wherein the MW being paid to the employee is lower that the revised MW. However, in the case of employee drawing higher that the revised MW the enhanced PF needs to be reimbursed (as per documentary proof) as PF is computed on the MW payable or on the threshold limit of 15K whichever is lower. UIDAI to please confirm compliance.</p> <p>As the salaries paid to</p>	<p>UIDAI's responsibility in respect of PF shall be limited to INR 15,000/- threshold.</p>

		<p>the contract period subject to maximum amount of minimum wages. However, if the initial rate of wages quoted are already higher than the increased wages there would not be any revision</p>	<p>MW technicians shall include statutory like ESI, PF etc. over &amp; above the Min wages, hence any increase in MW shall be paid at actuals. Necessary documentary proof can be submitted against same.</p>	
	3.20.4	<p>The Contractor/FMS agency has to maintain number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers/supervisors /managers are less than the minimum specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s), subject to penalty</p>	<p>The service provider would need to ensure that the manpower specified by UIDAI in the tender is available on all days subject to their week off and approved leaves. Absenteeism would need to be substituted or overtime could be paid to an employee subject, to the number of hours of OT being extended to an employee is within the permissible statutory limit. UIDAI to confirm that this is acceptable.</p>	<p>Agreed, without additional cost to UIDAI.</p>

		capping specified above at 3.33.1.		
	3.20.3	Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the UIDAI, it will be brought to the notice of Contractor/FMS agency by the representative of UIDAI and if no action is taken immediately or the time specified by the UIDAI, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause. In case deficiencies persist & Contractor/FMS agency is fined more than three times a month action to terminate the contract along with forfeiture of bank guarantee	Requested to maintain the response time as > 24 hours , however the resolution time will depended on availability of spares recruit if any.  Response time will be within 24 hours, the resolution time will be given by the respective OEM	No change. However, on case to case basis with proper justification from OEM and FMS Agency, UIDAI may relax the penalty.

		shall be initiated at the discretion of Engineer In-charge. AV System, EPABX. Network System, HVAC, lifts, fire fighting, UPS, DG sets to be fixed within 24 hours of reporting. The penalty amount shall not exceed 10% of the payable amount in any month		
	4.3 (A & B)	Comprehensive AMC of equipments has to be done with OEM/OEM authorized channel partner as per schedule given elsewhere in the tender document	Would the AMC;s be in favour of UIDAI or would it be a tripartite agreement between UIDAI, OEM and bidder. Please clarify. I the AMC amount is being paid by the successful bidder the AMC would need to be in favour of the bidder and the GST amount being paid could then be availed as ITC. Please clarify.	AMC may be in the name of FMS Agency. However, copies of such AMCs shall be shared with UIDAI for office records within one month from the date of of notification of Award.
	2.1	Technical Bid evaluation: Pt. 4.2 & 4.3	As per recent developments, ISO 45001 will be the new	ISO 45001 can be accepted in place of OHSAS 18001.

		5 marks each for ISO 14001 & ISO 18001	standard for Occupational Health & Safety Management Systems; Hence the same should also be considered for evaluation	
	3.16.1	IBMS person required for 24 x 7	However as per 4.20 (A) on pg.49 the IBMS operator is mentioned as 3 shift x 6 days. please confirm.	Agreed.
	4.3(B)	Non comprehensive AMC for HVAC equipment	Since we are an OEM for HVAC equipment with 75 years experience, we request to allow us to handle the NCAMC of HVAC equipment (sr. no. 7 to 16). Necessary proofs of similar orders executed can be verified.	No change.
	3.20.1	The Contractor/FMS agency shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.2000/- per day	The Payment to Contractor/FMS agency will be done on the 7th of Every month, if 7th is a holiday it would be done on the next working day	Agreed for the payment to be made by next working day, in case the dates mentioned at clause no.3.20.1 happen to be holiday.

		<p>will be imposed from 8th-10th day, Rs. 5000/- from 11th to 15th &amp; Rs. 10000/- from 16th to 20th of the month and further failure the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The UIDAI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor/FMS agency. (Page 22, 3.20.1)</p>		
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Corrigendum I				
S.No	Section	Clause	Existing RFP	Revised RFP
1	I	1.24.1	The Bidder shall possess valid ISO 9001, 14001 & OHSAS 18001 certification.	The Bidder shall <b>preferably posses</b> valid ISO 9001, 14001 & OHSAS 18001 certification.
2	I	1.24.1-(e)	The UIDAI reserves the right to accept any bid and to <b>annual</b> the Bid process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.	The UIDAI reserves the right to accept any bid and to <b>annul</b> the bid process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.
3	I	1.24.1-(g)	At any time prior to the last time and date for receipt of bids, the UIDAI, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document <b>by a an amendment.</b>	At any time prior to the last time and date for receipt of bids, the UIDAI, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document <b>by an amendment.</b>

4	I	1.25.1 (xiii)	All pages Signed and Scanned copy of Technical Bid with Annexures 4.2.1 and Annexure- D, E	All pages <b>of tender documents and its amendments</b> Signed and Scanned copy of Technical Bid with Annexures 4.2.1 and Annexure- D, E, <b>G</b>
5	I	1.25.2 (i) & (ii)	Signed and Scanned Copy of Details of consolidated Cost for providing Facility Management services (Annexe 4.2.2 ) and Annexe 4.2.3 and Annexure –F  Signed and Scanned Copy of cost of facility management services per month ( to be down loaded in form of BOQ of .xls format –Annexure 4.2.3 ) and Annexure F – uploading the soft copy	Replaced with “ Duly filled and digitally signed copy of BoQ ( revised Annexure 4.2.2 and revised Annexure F) to be uploaded”.
6	II	2.1 (c) 7	PowerPoint presentation by qualified bidders based on site visit of UIDAI which would include detailed <b>Scope of Work and to deal with and client feedback.</b>	PowerPoint presentation by qualified bidders based on site visit of UIDAI which would include detailed <b>Scope of Work and dealing with existing client feedback.</b>

7	II	2.1 (d)	<b>Bidder should secure mandatorily a minimum of 70% marks</b> (i.e. 70 marks out of total 100 marks as per <b>para-2.3</b> of Technical Bid Evaluation) in Technical Evaluation to be a qualified bidder for <b>opening of financial bids.</b>	<b>Bidder should secure mandatorily a minimum of 70% marks</b> (i.e. 70 marks out of total 100 marks as per <b>para-2.1</b> of Technical Bid Evaluation) in Technical Evaluation to be a qualified bidder for <b>opening of financial bids.</b>
8	III	3.3	<b>Every Part Supplementary</b> Notwithstanding the sub-division of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.	Notwithstanding the sub-division of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
9	III	3.5	<b>2.1</b> Refer Section-IV for scope of work.	Refer Section-IV for scope of work.
10	III	3.9.3	Contractor has to ensure presence of 100 % strength of manpower as per the duty chart. No worker shall leave the site without proper handing/taking over of duties or without proper permission from authorized representatives.	Contractor has to ensure presence of 100 % strength of manpower as per the duty chart. No worker shall leave the site without proper handing/taking over of duties or without proper permission from <b>UIDAI</b> authorized representatives.
11	III	3.16	<b>3.16.2</b> Definition of Holiday	<b>3.16.3</b> Definition of Holiday
12	III	3.19 (iv)	Any official documents, information etc. UIDAI to be returned back.	Any official documents, information etc <b>of</b> UIDAI to be returned back.

13	III	3.20.4	<p>The Contractor/FMS agency has to maintain number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers/supervisors /managers are less than the minimum specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted</p>	<p>The Contractor/FMS agency has to maintain number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers/supervisors /managers are less than the minimum specified number as mentioned in the</p>
			<p>from the bill(s), subject to penalty capping specified above at <b>16.3</b></p>	<p>contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s), subject to penalty capping specified above at <b>3.20.3</b></p>

14	III	3.20.6	<p>In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to UIDAI directly hiring manpower services in the event of Contractor/FMS agency failing to provide requisite number of manpower, the UIDAI shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the UIDAI. In such cases penalty capping stipulated at <b>16.3</b> shall not apply.</p>	<p>In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to UIDAI directly hiring manpower services in the event of Contractor / FMS agency failing to provide requisite number of manpower, the UIDAI shall</p> <p>make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the UIDAI. In such cases penalty capping stipulated at <b>3.20.3</b> shall not apply.</p>
15	III	3.20.7	<p>In addition , if FMS agency fails to attend complaints within stipulated time , UIDAI may directly call the the OEM / their authorized agency</p>	<p>In addition , if FMS agency fails to attend complaints within stipulated time , UIDAI may directly call the the OEM / their</p>
			<p>and the service charges including spares shall be recovered from the monthly bills of FMS agency and in such cases penalty capping stipulated at <b>16.3</b> shall not apply.</p>	<p>authorized agency and the service charges including spares shall be recovered from the monthly bills of FMS agency and in such cases penalty capping stipulated at <b>3.20.3</b> shall not apply.</p>

16	III	3.21.1	Payment shall be made within 15 working days of submission of monthly bill along-with expenditure bills along with supporting documents, if the same is found in order. Income tax & other statutory fee etc. shall be deducted from the bill as per Govt. guidelines.	Payment shall be made within 15 working days of submission of monthly bill alongwith expenditure bills along with supporting documents, if the same is found in order. Income tax & other statutory fee etc. shall be deducted from the bill as per Govt. guidelines. <b>Further, manpower payment will be made based on attendance.</b>
17	III	3.22	<b>3.52.1</b>	<b>3.22.1</b>
18	III	3.24.4	The Contractor will have to sign Non-Disclosure Agreement (NDA) as per Annexure – at the time of signing contract and ensure that all the employees on-boarded are also informed to submit the NDA as per the format prescribed by UIDAI.	The Contractor will have to sign NonDisclosure Agreement (NDA) as per Annexure – <b>G</b> at the time of signing contract and ensure that all the employees on-boarded are also informed to submit the NDA as per the format prescribed by UIDAI.
19	III	3.25	The quoted rate shall be inclusive of all Statutory	The quoted rate shall be inclusive of all

			taxes, duties etc and GST shall be mentioned separately as per the format of BoQ.	Statutory taxes, duties etc and GST shall be <b>quoted separately and same shall be paid on the production of GST invoice along with valid registration certificate.</b>
20	III	3.31.11	In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms <b>hereof</b> shall prevail.	In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms <b>of tender</b> document shall prevail.
21	III	3.33.2	The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in clause <b>2.3 Section II</b> except for purposes of performing the Contract	The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in clause <b>3.33.1 Section III</b> except for purposes of performing the Contract
22	III	3.33.3	Any document, other than the Contract itself, enumerated in clause <b>2.3 Section II</b> shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.	Any document, other than the Contract itself, enumerated in clause <b>3.33.1 Section III</b> shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.
23	III	3.38	<b>3.38 Applicable Law</b>	<b>3.39 Applicable Law</b>

24	IV	CAMC item no - 4	Telephone communication system and EPABX- <b>Lumpsum</b>	Telephone <b>(capacity maximum 500 lines)</b> communication system and EPABX
25	IV	CAMC s.no-5	Network switches	Network switches-105
26	IV	NCAMC item -10	VFD Panel – <b>All</b>	VFD Panel - <b>21</b>
27	IV	NCAMC item -11	DX –unit – <b>All</b>	DX –Unit <b>(Direct Expansion System) - 08</b>
28	IV	NCAMC item -12	FCU unit – <b>All</b>	FCU unit <b>(Fan Coil Unit) -34</b>
29	IV	NCAMC item -13	HRW – <b>All</b>	HRW <b>(Heat Recovery Wheel) -3</b>
30	IV	NCAMC item -14	DIDW – <b>All</b>	DIDW <b>(Double Inlet Double Width fans) -5</b>
31	IV	NCAMC item -15	SISW – <b>All</b>	SISW <b>(Single Inlet Single Width fans) -2</b>
32	IV	NCAMC item -16	AXIAL – <b>All</b>	AXIAL <b>FAN -28</b>

33	IV	NCAMC item.no- 22	Access controls	Access controls <b>all systems . Refer RFP page no-65. Head-e</b>
34	IV	4.7 d	Mobile oil and filters of DG Set should be changed at least once in 12 months or after running of 250 Hrs	Mobile oil and filters of DG Set should be changed at least once in 12 months or after running of 250 Hrs <b>whichever is earlier.</b>
35	IV	4.10.1 (ix)	L.T. cables (11 KV and 415 Volts) including end terminations, straight through jointing, Glanding& Crimping of Lugs, testing including shifting of cables as and when required. All type of Electrical connections is to be maintained.	<b>H.T and</b> L.T. cables (11 KV and 415 Volts) including end terminations, straight through jointing, Glanding& Crimping of Lugs, testing including shifting of cables as and when required. All type of Electrical connections is to be maintained.
36	IV	4.11.1	All the feeders of MCC & PCC are to be checked for trouble free operation i.e. operation of switch fuse units, proper rating of fuses, over load relays, checking of contacts for the contactors, over heating of coils or wiring due to loose connection etc. For this purpose a schedule is required to be made identifying the numbers of Panels/ transformers, which are to be taken on which Saturday, i.e. 1st, 2nd, 3rd and 4th Saturday in a Month. Schedule is required to be approved by	All the feeders of MCC ( <b>Motor Control Centre</b> ) & PCC ( <b>Power Control Centre</b> ) are to be checked for trouble free operation i.e. operation of switch fuse units, proper rating of fuses, over load relays, checking of contacts for the contactors, over heating of coils or wiring due to loose connection etc. For this purpose a schedule is required to be made identifying the numbers of Panels/ transformers, which are to be taken on which

			Engineer – In–Charge.	Saturday, i.e. 1st, 2nd, 3rd and 4th Saturday in a Month. Schedule is required to be approved by Engineer – In–Charge.
37	IV	4.26	All service charges borne by FMS agencies only <b>(UIDAI will not reimburse).</b>	All service charges borne by FMS agencies only, <b>the same will not be considered for monthly expenditure.</b>
38	II	2.1	Evaluation criteria S.No.6 - Manager and Supervisor CV and Interview 10 Marks.	Included at S.No.7 ( Power point presentation) with total of 35 Marks.
39			Annexure 4.2.2 and Annexure F	Revised and attached herewith.
40			Annexure 4.2.3	Removed



1	Boom Barrier	NO	06	Magnetic control					
2	DG set 750 KVA	NO	01	Perkins					
3	DG set 500 KVA	NO	01	Perkins					
4	MV Panel ACB and PLC systems	NO	01	ABB					
5	Entry, Exit and material gate motorized Grill door	NO	03	BFT & BENINCA					
6	200 KVA UPS with batteries	NO	03	APC					
7	140 Tr Chiller A/C plant	NO	03	CARRIER					
8	AHU (Variable CFM)	NO	17	EDGETECH					
9	VAV (Variable CFM)	NO	72	JOHNSON Control					
10	VFD (All types)	NO	21	ABB					
11	DX –Unit (Direct Expansion System) All types	NO	08	CARRIER & LG					
12	FCU unit (Fan Coil Unit) All types	NO	34	EDGETEC H					

13	HRW (Heat Recovery Wheel) All types	NO	03	EDGETEC H					
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14	DIDW (Double Inlet Double Width fans) All types	NO	05	EDGETEC H					
15	SISW(Single Inlet Single Width fans) All types	NO	02	EDGETEC H					
16	AXIAL FAN.	NO	28	KRUGER					
17	Material Lifts	NO	02	KONE					
18	Fire Alarm all System	NO	01	HONEYWEL L					
19	IBMS Software	NO	01	SCHNEIDE R					
20	RO Machine 500 LPH	NO	01	FONTUS					
21	Automatic Twin car parking	NO	71	RR PARKON					
22	Access control all Systems	NO	01	Access controls					
23	Day to day expenditure amount								

24	Total cost of manpower								
	Total in figures								
	Quoted rate in words								

**Annexure - F (BoQ 2)**

B.	Position	Qty	BASIC RATE (per month) including basic, VDA, PF, ESIC etc. In figures to be entered by the bidder (Rupees)	Other charges (Uniform etc. If any) per quantity per month (Rupees)	GST per month per quantity in percentage	Total rate per month per quantity (Rupees)	Total amount including GST for total quantity (Rupees).	TOTAL AMOUNT for 24 months (Rupees)
1.	Manager	1						
2	SUPERVISOR (Electrical)	1						
3	ELECTRICIAN	5						
4	Helper(Electrician)	3						
5	FIRE TECHNICIAN	4						

6	HVAC Operator	2						
7	HVAC Helper	1						
8	WTP/STP OPERATOR	4						
9	Plumber	1						
10	CCTV Technician	1						
11	ACCESS CONTROL /LAN NET WORK/EPABX/Tel	2						
12	AV (Audio Visual) Operator	1						
13	IBMS	3						
14	MASTER GARDENER	1						
15	GARDENER	1						
16	CARPENTER	1						
	Total in figures							
	Quoted rate in words							

Annexure – G

Non-Disclosure Agreement

\_\_\_\_\_ (Name of the firm and authorized signatory) residing  
\_\_\_\_\_ (Address of the firm hereinafter “Recipient”)

UIDAI and I/We, \_\_\_\_\_ (Name of the firm) are individually referred to as “Party” and together as “Parties”.

Preamble:

1. UIDAI proposes to engage \_\_\_\_\_ (Name of the firm) as the **FMS Provider** for maintaining various facilities as per RFP/Tender documents at UIDAI Tech Centre Bangalore.
2. The UIDAI may disclose to the \_\_\_\_\_ (Name of the firm) certain confidential information for carrying out various works at UIDAI TC/DC Bangalore.
3. This Agreement sets forth the confidentiality and non-disclosure obligations relating to all such information.

NOW THIS NON-DISCLOSURE AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions.

1.1. Confidential Information means all data and information (i) disclosed by the UIDAI or persons connected with the UIDAI project to the Recipient in oral, written, machine readable or other tangible form including information communicated by electronic mail marked as Confidential or Proprietary or words of similar meaning or which by its nature appears to be Confidential Information, or (ii) obtained by the Recipient through observation or examination of the foregoing data, information or material, or (iii) disclosed orally or visually and identified as confidential in writing within twenty (20) days of such disclosure. No such information shall be deemed Confidential Information if such information:

- 1.1.1. is or becomes publicly known through no wrongful act of Recipient, or
- 1.1.2. is received from a third party without restriction, or
- 1.1.3. is independently developed by Recipient, or

Notwithstanding anything contained herein (a) the fact that the Recipient has been engaged by the UIDAI or persons connected with the UIDAI project and (b) all information gathered by the Recipient pursuant to being associated with the UIDAI project and reports, documents and papers generated by the Recipient in connection with the UIDAI project shall be considered as Confidential Information of the UIDAI. In particular, and without prejudice to the generality of the above, no disclosure shall be made to third parties that the Recipient is connected with the UIDAI, except when permitted to so do by the UIDAI.

## 2. Confidentiality Obligations.

2.1. Recipient shall maintain confidential all Confidential Information and all information relating thereto that may be disclosed from time to time.

2.2. Recipient shall not disclose the Confidential Information and/or information relating thereto to any other person, firm or corporation except with the written approval of the UIDAI.

2.3. Recipient will treat and safeguard Confidential Information disclosed by UIDAI or persons associated with the UIDAI project with a reasonable standard of care that the Recipient employs for its own Confidential Information of like importance and shall not, without the prior written approval of the UIDAI, (a) disclose any Confidential Information to a third party, (b) use Confidential Information in any way for the benefit of the Recipient or any third parties, and/or (c) use Confidential Information in any way other than for the UIDAI project

2.4. Recipient will limit access to Confidential Information to its employees who have a need to know of such Information in order to accomplish any goal, purpose, solution in connection with the UIDAI project and (i) who are aware of and (ii) have executed appropriate confidentiality agreements. The Recipient will make the UIDAI or persons associated with the UIDAI project aware of such disclosure.

2.5. Recipient recognises the confidential and sensitive nature of the UIDAI project and will be especially careful to ensure that there are no leaks of information or disclosure of information to any third person in general, especially the media, by the Recipient or its employees (where applicable).

2.6. Recipient shall not be in breach of this Clause if the Confidential Information is disclosed pursuant to an order of the court or administrative agency. In case of any such proposed disclosure, the Recipient shall attempt to secure for the Discloser an opportunity to oppose such disclosure.

3. Ownership and Return of Confidential Information. All Confidential Information shall remain the property of the Discloser. Nothing in this Agreement shall be construed as granting the recipient any license, explicitly or implicitly, or obligating the grant of any license, under any invention, trade secret, patent, copyright, trademark, mask work protection right or any other intellectual property right of the Discloser.
4. Return of Confidential Information. The Recipient shall promptly return the Confidential Information to the Discloser at its request or destroy after the Recipient's need for the same has expired or upon a request by the Discloser.
5. Term. This Recipient's obligations under this Agreement shall continue so long as the Confidential Information remains to be of confidential or proprietary nature.
6. Governing Law. The rights, duties and obligations of the parties that in any manner relates to, arising out of or is concerned with this Agreement shall be governed by the laws India without reference to its conflicts of law principles. Disputes between the Parties shall be subject to the jurisdiction of the courts in Bangalore city only.
7. Severability. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect. The parties shall nevertheless be bound to agree upon an alternate provision that is as close to the original intent of the parties and valid and enforceable.
8. No Representations. Although the Information contains information which both parties believe to be relevant for the Purpose, each Party acknowledges that the Discloser makes no express or implied representation or warranty as to the accuracy or completeness of

the information disclosed, except as may be otherwise agreed in writing between the parties. The Discloser shall have no liability to the Recipient or any other person, relating to or arising from the use of the Confidential Information, or for any errors therein or omissions therefrom, and each Party assumes full responsibility for all conclusions such Party derives from the Confidential Information, except as may be otherwise agreed in writing between the parties. Nothing in this Agreement shall be construed as obligating a Party to provide, or to continue to provide, any Confidential Information to any person.

9. Consequences of Breach. Any breach of this Agreement by Recipient or its employees could cause the Discloser immediate and irreparable injury for which monetary damages would be inadequate and impossible to ascertain. Accordingly, upon breach or threatened breach of this Agreement, the Discloser shall have the right to seek temporary relief in addition to monetary damages. The Recipient agrees that no serious harm will result to it from such equitable relief.

10. The Discloser's failure to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.

11. Notices. For the purposes of all communications and transmittals of Information, the parties designate the following individuals:

For UIDAI:	For: -----
Attn:	Attn:-----
Tel:	Tel: -----
Fax:	Fax: <u>N/A</u>

**IN WITNESS WHEREOF**, the party hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the date and year first written above.

Name of the Party	Signature and Date

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