



IIM NAGPUR

**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**

ICT Department, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur - 441108

url: [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in)

Ref no: IIMN/ICT/2022-23/007

Date: 06/09/22

**Notice Inviting Tender (NIT) for hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years.**

For any query related to technical and financial bid please contact [itoffice@iimnagpur.ac.in](mailto:itoffice@iimnagpur.ac.in)/  
7122870342.





**NOTICE INVITING TENDERS:**

Tender quotation in a sealed envelope with cover note as **“Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years.”** in a two-bid system (Techno-commercial bid) should be submitted in the enclosed Proforma duly filled in and signed.

No price should be mentioned in the Technical bid. Mark the two envelopes as "Envelope A (Technical bid- **“Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years.”** and "Envelope B (Price bid- **“Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server with 24x7 support for one year and extendable to two more years.”**). Both envelopes should be placed in another sealed envelope addressed to IT office, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur – 441108

**Envelope A: Technical bid – “Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years.”**

It will include the following,

1. tender document with duly signed and stamped in each page.
2. Technical Bid statement
3. copy of the PAN, GST registration

And any other documents mentioned in the tender

**Envelope B: Price bid – “Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years.”**

It will include only price bid containing authorized signatures on all the pages.

**Attention of the Bidder is invited to the attached "Instructions to the Bidder" which will be binding. Incomplete quotations/ conditional quotation/late quotation or those not as per enclosed forms are liable to be summarily rejected without any further reference. Quotations sent by Telegram/Telex/Fax/email will not be accepted.**

**Timeline:**

Date	Time	Event
06-09-22	03.00 PM	Tender uploaded on IIMN Website <a href="https://www.iimnagpur.ac.in/tenders/">https://www.iimnagpur.ac.in/tenders/</a>
26-09-22	3.00 PM	Bids must be submitted/reached by hand or post/courier latest by 3 P. M. on, 26-09-22 at the IT office, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur – 441108.
26-09-22	3:30 PM	Technical Bid Opening at IIMN
26-09-22	3:40 PM	Financial/Price Bid Opening at IIMN





Technical Bid statement:

Annex I

Sr no.	Particulars	Page No.																						
1	Name of the firm, Address and Telephone Number																							
2	Name of the Contact Person, Telephone/Mobile Number																							
3	Name of the bank (With full address)																							
4	Bank Account Number																							
5	PAN No. (photocopy of PAN Card is to be enclosed)																							
6	Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co) to be enclosed																							
7	Date/year of commencement of business.																							
8	Authorization certificate from the OEM.																							
9	<p>Details of work orders executed during last 3 years on the similar work of <b>Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server and software with 24x7 support for one year and extendable to two more years. Bidder should submit the attested copy of latest at-least Three supply order to be enclosed of similar work.</b></p> <table border="1"> <thead> <tr> <th rowspan="2">Sr. No</th> <th rowspan="2">Details of client (address telephone)</th> <th rowspan="2">Value of annual contract</th> <th colspan="2">Duration</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No	Details of client (address telephone)	Value of annual contract	Duration		From	To																
Sr. No	Details of client (address telephone)				Value of annual contract	Duration																		
		From	To																					
10	The tenderer should also mention in the tender the list of the details of customer support.																							
11	Bidder should have server engineer on their payroll. (Declaration in company letter head to be submitted)																							
12	Bidder should have an annual turnover of at least Rs. 10 lakhs (Ten Lakhs) for each of the latest last 2 (two) financial years. (Audited balance sheet to be provided)																							
13	Bidder should not be blacklisted / debarred / denied bidding facilities by any Government Department / Public Sector Undertaking / Educational Institute in last 3 (three) financial years. (Declaration in company letter head to be submitted)																							





**Price Bid Statement:**

**Annex II**

This summary should be enclosed with price bid only (Fill in INR) (including all taxes and other charges) for "Tender for Hiring the AWS Cloud Server services and AWS Virtual cloud server with 24x7 support for one year and extendable to two more years."

SN	Name of Item	Qty	Unit price (Rs.)	GST/Taxes (Rs.)	Total Price (Rs.)
1	1.a Managed Service (support) AWS cloud server for First year	6			
	1.b Wildcard SSL certificate for First year	1			
	1.c Web Security for First year	6			
2	2.a Managed Service (support) AWS cloud server for Second year	6			
	2.b Wildcard SSL certificate for Second year	1			
	2.c Web Security for Second year	6			
3	3.a Managed Service (support) AWS cloud server for Third year	6			
	3.b Wildcard SSL certificate for Third year	1			
	3.c Web Security for Third year	6			
The cost for the AWS cloud server component will be actual as per requirement. Please provide the link of the AWS server component for analysis and correctness.					
% of discount on cloud services for educational institutes if any					
<b>Grand Total (Incl. GST &amp; Taxes)</b>					
<b>In words: (Incl. GST &amp; Taxes)</b>					

- Certified that the above rates are inclusive of statutory taxes as may be applicable
- If there is a requirement of the new server, the managed services cost will be applicable from the above-quoted rates of the respective year.





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ICT Department, IIM Nagpur, Plot No. 1, Sector 20,  
Mihan (Non-Sez) Nagpur - 441108

Phone No. – 7122870342

Email: [itoffice@iimnagpur.ac.in](mailto:itoffice@iimnagpur.ac.in)

[www.iimnagpur.ac.in](http://www.iimnagpur.ac.in)

Certified that I agree to all the terms & conditions of the tender document

Name of the Bidder:	
Address of the Bidder:	
Landline Telephone Number	
Mobile Number	
Email:	
Signature	Designation
Date	Company Seal





**Scope of Work:**

IIM Nagpur's six application are running on the AWS cloud server. Through this tender the AWS cloud server along with the wild card SSL and web security software and managed services should be provided for the same. The component and instances of the AWS cloud server will be finalized with the successful bidder as per the application and requirement. The open source applications should be supported.

**Details of the existing IIMN server in AWS:**

Sr.no	Instance Type	QTY
1	<b>m5.2xlarge, 8 vCPUs, 32Memory (GiB)</b> Package Installed: Apache/2.4.6 (CentOS), PHP 7.3.30, mysql Ver 8.0.26, FTP	01
2	<b>m5.xlarge, 4 vCPUs, 16Memory (GiB)</b> Package Installed: Apache/2.4.41 (Ubuntu), mysql Ver 15.1, Python 3.8.10	01
3	<b>m5.xlarge, 4 vCPUs, 16Memory (GiB)</b> Package Installed : Apache/2.4.6 (CentOS), PHP 7.3.26 , mysql Ver 8.0.22, Python 2.7.5, phpmyadmin	01
4	<b>c5.4xlarge,16 vCPUs,32Memory (GiB)</b> Package Installed : Apache/2.4.6 (CentOS), PHP 7.3.27 , mysql Ver 8.0.23, Python 2.7.5, phpmyadmin, FTP	01
5	<b>m5.xlarge, 4 vCPUs, 16Memory (GiB)</b> Package Installed : Apache/2.4.18 (Ubuntu), PHP 7.0.33,mysql Ver 14.14 , Python 2.7.12 phpmyadmin	01
6	<b>m5.xlarge,4 vCPUs,16Memory (GiB)</b> Package Installed : Apache/2.4.41 (Ubuntu), PHP 7.4.3, mysql Ver 8.0.30-,Python 3.8.10, phpmyadmin	01





## Instructions to the Bidder

### CONDITIONS OF TENDER:

If the Bidder does not abide by the following terms & conditions, the Institute reserves the right to initiate appropriate action (including legal) as deemed necessary unless otherwise.

#### 1. TERMS AND CONDITIONS

- The financial bid should be valid for a period of not less than 90 days from the date of opening of the bid.
- The bidder should have their own test and repair facility with certified engineers.
- Bids will be opened in the presence of bidder's representatives, who choose to attend on the specified date and time. Only one representative shall be allowed to attend.
- Sealed bid can be sent either by post or by Hand. The responsibility of delivery of the bid lies entirely with the bidder.
- Payment will be released only on satisfactory services as per the scope of work as certified by the officer in charge of the Institute and after **producing the invoice on monthly basis for services and the actual usage of AWS cloud component service**. The bidders, who do not agree to the above payment terms, are requested not to submit their bid.
- Payment towards web security Licenses and SSL certificate licenses will be processed based on procurement and submission of necessary documentary proof, original invoices, and other associated documents.
- Service Provider should ensure that the invoices are prepared as per provisions of GST Act, with correct Billed to/from or Shipped to/from, components. Service Providers should get these inputs cleared by the IT Procurement Teams before raising any Invoices, so as to avoid any accounting issues later.
- Tax Deduction at Source: TDS as applicable will be deducted from the bills
- In the event of a dispute, Director/CAO IIMN shall be the sole arbitrator, and his decision shall be final and binding on both parties.
- IIMN does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason.
- DELIVERY SCHEDULE & INSTALLATION: The Supply of Services and software must be made within Two weeks from the date of issue of the supply order with a one-week grace period.
- The bidder should be an Original Equipment Manufacturer (OEM) or authorized service provider of the OEM (attach documentary proof). The authorization issued by the OEM must be valid and enclosed.
- Bidder should provide details of its support, and certification to this effect from the OEM. If Bidder /OEM fails to meet the SLAs (service-level agreement), a fine of 2000/- Rs per day for the first seven days and @ Rs.5,000/- per day from the 8th day onwards will be levied.
- The Institute reserves the right not to disclose the names and rates of the successful bidder.
- Ambiguity must be avoided in filling tenders. All entries in the tender form must be typewritten or in ink. The quotation must be entered both in figures and in words. All pages of the Techno-commercial bid should be numbered with a running serial number and signed with an office stamp by the bidder. This page number should be used in the compliance sheet.
- Tender Form and Schedule to Tender: The bidders are required to fill in the tender form, and each page of the tender form must be stamped and signed by the person authorized by the Firm. The full address of the Bidder must be mentioned on the tender forms.





**2. Limitation of Liability:** The aggregate total liability of the Bidder to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Bidder for the following:

- In the event of a breach of any Applicable Law;
- In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Bidder or any person acting on behalf of the Bidder; or
- In the event of acts or omission of the Bidder which are contrary to the most elementary rules of diligence which a conscientious Bidder would have followed in similar circumstances; or
- In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- For any damage to any third party, including death or injury of any third party caused by the Bidder or any person or firm acting on behalf of the Bidder in executing the Works.

Neither Party shall be liable to the Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**3. Sub-Contracting:**

Consortium/sub-contracting of the AWS Services relegated support work is not allowed in this Bid.

**4. Income Tax PAN:**

A copy of the PAN issued by the Govt. of India should accompany the tender. The PAN should be in the name of the firm quoting for the work.

**5. GST Registration Certificate:**

The bidder must submit a copy of the GST registration certificate.

**6. Jurisdiction:**

All questions, disputes and/or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Nagpur.

**7. Other Contractual Stipulations**

- a) Right to Audit:** IIM Nagpur reserves the right to audit or inspect work performed by the bidder. IIM Nagpur may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures/standard as mentioned in the technical scope of the tender
- b) NDA Clause:** The successful Bidder has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non-Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with IIM Nagpur's IT Policy, refer **Annexure III**.







**c) Force Majeure Clause:**

Circumstances leading to force majeure

- (a) Act of terrorism;
- (b) Riot, war, invasion, the act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of the military, or usurped power.
- (c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, floods, fire, hurricanes, typhoons, or another physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) Freight embargoes, strikes at a national or state-wide level, or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but exclude any industrial disputes which are specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike), or commercial hardship shall not constitute a Force Majeure event.

**Notification of Force Majeure**

Bidder shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

**Right of either party to terminate**

If an event of Force Majeure occurs and its effects continue for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

**Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Bidder has no entitlement and the Owner has no liability for:

- Any costs, losses, expenses, damages, or the payment of any part of the Contract Price during an event of Force Majeure; and
- Any delay costs in any way incurred by the Bidder due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

**8. Service Level Agreement (SLA): Mandatory & Non-negotiable**

- Bidder to ensure 99.95% uptime for the application hosted on the AWS cloud.





- The downtime will be calculated on monthly basis. Non-adherence to any of the services mentioned in the tender will lead to a penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include:
- Unavailability of service for more than 10 minutes at a stretch shall be treated as a service outage. Service outage shall not include downtime due to any scheduled maintenance activity or any maintenance activity requested by or attributable to IIM Nagpur.
- All services to be delivered as per timelines mutually defined and agreed by IIM Nagpur and AWS Service Provider.
- Successful bidder must ensure support (24 hrs every day x 365 days in each year) for any issue related to availability and accessibility of the Service Provider system.
- Successful bidder would be solely responsible for any defect in service.
- Successful bidder should ensure a response to any issue within 1 hour and should resolve it within 4 hours.

**Penalty:**

a) Violation of response and availability of system clause

For every additional hour or part thereof response time beyond specified hours, the penalty will be calculated based on the following table,

Sr. No	Type of Penalty	Measuring Point	Type of issue	Response time	Penalty Terms beyond response time
1	Delay in response	Time of call logging	Any issue related to accessibility/availability of Service Provider solution	2 hours	Rs.500 per hour
2	Delay in Call Resolution	Time of call logging	Any issue related to accessibility/availability of Service Provider solution	8 hours	Rs.1000 per hour
3	Outage of services beyond 0.5%	Time of call logging	Monthly uptime of services less than 99.5%.	--	Rs.1000 per hour

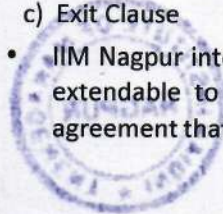


b) Maximum Penalty

- The penalty clause is to ensure that Bidder is putting best efforts to honour SLAs committed to IIM Nagpur.
- Above penalties are subject to a maximum limit of 5% of Basic Contract Value per year.
- IIM Nagpur reserves the right to terminate the contract on reaching the maximum penalty and take legal action for deficient service & claim suitable compensation for business losses.
- Penalty will be adjusted against the payment done at the end of the month.

c) Exit Clause

- IIM Nagpur intends to use cloud services provided by the service provider for a period of one year extendable to two more years and the service provider shall enter into a one-year contract agreement that will be extendable to two more years with IIM Nagpur. However, IIM Nagpur / Bidder





reserves the right to terminate the contract at any point of time without any explanation by giving 3 months' notice.

- Confidential Information, Security, and Data: Bidder will promptly, on the commencement of the exit management period, supply to IIM Nagpur or its nominated agencies the following:
  - Information relating to the current services rendered and performance data relating to the performance of the services;
  - All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable IIM Nagpur and its nominated agencies, or its replacing Bidder to carry out due diligence in order to transition the provision of the Services to IIM Nagpur or its nominated agencies, or its replacing Bidder (as the case may be).
- The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information/business data created or retained as part of this project.
- If the service provider partner fails to meet the guidelines & standards as set by the Government of India within the timeframe set by IIM Nagpur, IIM Nagpur reserves the right to terminate the contract and request to move to a different service provider that meets the mandatory guidelines & standards at no additional cost to IIM Nagpur. The exit management provisions shall come into effect in such a scenario.
- Successful Bidder shall provide IIM Nagpur with a recommended "Exit Management Plan" which shall deal with at least the following aspects of exit management in relation to the SLA as a whole:
  - A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure the continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - Plans for the communication with such of the Successful Bidder, staff, suppliers, customers, and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
  - Plans for the provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.
  - Exit Management Plan shall be presented by the Bidder to and approved by IIM Nagpur.
  - During the exit management period, the Bidder shall use its best efforts to deliver the services.

**Support & Services during Contract Period:**

- The Service Provider should provide support desk details with an **escalation matrix** for the handling of support-related services during the contract period.
- Service Provider shall provide 24x7 direct support all 365 days a year.
- IIM Nagpur shall be able to directly log any issue with Service Provider and interact with support personnel for resolution of any issue, obtaining technical guidance for any further changes in the software or its configuration, upgrades, updates, and all other types of technical queries.





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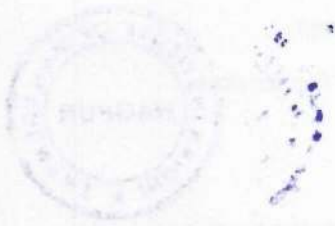
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- Service Provider shall provide periodic reports pertaining to utilization of resources viz. Network, Storage, Compute, etc.
- Service Provider shall provide access to log files to IIM Nagpur.
- Service Provider shall inform IIM Nagpur at least 1 week in advance for any planned system downtime.
- Service Provider shall inform IIM Nagpur immediately in case of any unplanned downtime, and cyber incidents.
- In case of a change of service location, reconfiguration of solution shall be done at no extra cost.





Non- Disclosure Agreement:

Annex III

**AGREEMENT OF CONFIDENTIALITY**

**THIS AGREEMENT OF CONFIDENTIALITY IS MADE AT NAGPUR ON THIS \_\_\_\_ DAY OF September 2022**

**BETWEEN**

**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**, an Autonomous Institution established under the Ministry of Human Resource Development, Government of India having its office at Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur - 441108 through its Director/CAO Shri \_\_\_\_\_ S/o \_\_\_\_\_, hereafter referred to as **"DISCLOSING PARTY"**, which term shall unless repugnant to the context of the meaning thereof shall mean and include the said Indian Institute of Management, Nagpur, its administrators, successors in interest, constituted attorney, authorized representatives etc. of the **FIRST PART**;

**AND**

**Service Provider Authorised Partner** hereinafter referred to and called as **"RECIPIENT"**, which term shall unless repugnant to the context or meaning thereof shall mean and include the said Company, its Directors, authorized representatives, executors, official liquidators, etc./ in case of Partnership Firm, the Partners of the Firm, their successors in interest, permitted assigns, attorney, legal heirs of the partners, administrators, executors, of the **OTHER PART**;

**WHEREAS**, the Disclosing Party has placed a Work Order in favour of the Supplier for hiring the "AWS Cloud Server Services and software" which the Disclosing Party proposes to use for maintaining its valued and confidential database and there could be likelihood that the Supplier may become aware of contents of the database, thus there exist need for protecting the confidential information contained in the form of database and therefore the parties have mutually agreed to enter into this agreement.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, an expression which denotes -

- a. any gender includes the other genders;
- b. a natural person includes an artificial or juristic person and vice versa;
- c. the singular includes the plural and vice versa;

**2. DEFINITIONS**

- 2.1. "Agreement" means this Confidentiality Agreement.
- 2.2. "Confidential Information" means all information and data in printed or electronic form provided by the Disclosing Party or in the ambit becoming available to the Recipient relating to the Project.

However, Confidential Information does not include information:





- a. Which is or becomes part of the public domain other than due to a breach of this Agreement by the Recipient or its Representatives; or
- b. Which is lawfully known by the Recipient or any of its Representatives before the date of receipt of Confidential Information under this Agreement; or
- c. Which is or becomes available to the Recipient or any of its Representatives from another person who to the Recipient's Knowledge is in possession of it lawfully and can disclose it to the Recipient or any of its Representatives on a non-confidential basis;
- d. Which is developed by the Recipient or any of its Representatives independently without referring to the Confidential Information.

2.3. **"Representative"** means an affiliate, director, partner, employee, contractor, adviser, or agent of that Party or any related body corporate of that Party who is in receipt of the Confidential Information for the purposes of the Project.

### 3. DISCLOSURE TO THE RECIPIENT

3.1. The Disclosing Party directly or through Ambit may disclose such Confidential Information to the Recipient as it considers, in its sole discretion, to be necessary for the Recipient for the purpose of the Project.

### 4. TREATMENT OF CONFIDENTIAL INFORMATION BY RECIPIENT

4.1. The Recipient must use the Confidential Information solely for the Project. The Recipient must not use or exploit the Confidential Information for any other purpose or allow any other person (including its Representatives) to do so without the Disclosing Party's written consent.

4.2. Subject to clause 4.5, the Recipient must not disclose the Confidential Information to any third party, other than its Representatives who reasonably require access to the information for the Project. The Recipient agrees that all times it shall (a) disclose the confidential information to Recipient's employees and contractors who have written and binding non-disclosure obligations with Recipient that are as restrictive as those herein and then only for the purposes; (b) will hold in strict confidence and not disclose to any third party the confidential information, except as approved in writing by the Disclosing Party, and (c) will use the confidential information for no purpose other than evaluating or pursuing a business relationship with the Disclosing Party; (d) not reproduce confidential information in any form except for the purpose; (e) not use the confidential information to make, have made or sell any products or services that compete with any of Disclosing Party's products or services and (f) not reverse engineer, decompile, or disassemble any Discloser confidential information.

4.3. The Recipient must ensure that its Representatives do not disclose the Confidential Information to any other person and observe the undertakings of this Agreement as if they were individually a party to the Agreement.

4.4. The Recipient must take all reasonable steps to protect the Confidential Information and keep it secure from unauthorized persons.

4.5. The Recipient's obligations in clauses 4.2 and 4.3 do not apply to the extent that the Recipient or any of its Representatives is required by law, court order, regulation, or rules of any relevant legal





process to disclose any part of the Confidential Information. However, to the extent permitted by the relevant law or order, the Recipient or its Representative should intimate the Disclosing Party of the same as soon as practical so that it may seek a protective order or other appropriate remedy or waive compliance with the applicable terms of this Agreement if required.

4.6. The Recipient must inform the Disclosing Party promptly if:

- a. the Recipient becomes aware that there has been a breach of its obligations under this Agreement; or
- b. the Recipient or any of its Representatives is required by law to disclose any of the Confidential Information.

4.7. If requested by the Disclosing Party or Ambit in writing at any time, the Recipient shall forthwith destroy all Confidential Information together with all copies, analysis, memoranda or other notes containing such Confidential Information with confirmation to the Disclosing Party, except for copies of its own work or such Confidential Information (including that contained on back-up and on other back-up media) which it may retain as may be necessary to comply with its legal or regulatory obligations or internal retention policy in which case it will take appropriate measures to preserve its continuing confidentiality in accordance with the provisions of this Agreement.

4.8. Upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the confidential information and all copies thereof, or certify the destruction thereof.

4.9. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to the Recipient, by license or otherwise, to any confidential information of the Disclosing Party disclosed pursuant to this Agreement, or other intellectual property right in connection therewith. The Recipient shall not derive any profit from the use of the Confidential information in an unauthorized manner to the exclusion of the Disclosing Party.

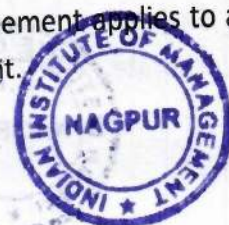
4.10. The Disclosing Party reserves all other rights in and to its confidential information. All confidential information is provided "as is" without any kind of warranty. each party disclaims all warranties, whether express or implied, including any warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

4.11. The confidential information shall be reproduced in any form except in accordance with the provisions of this agreement. Any reproduction of any confidential information by the Recipient shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

## 5. DURATION AND APPLICABILITY

5.1. The Agreement shall be valid for a period of 12 months from the date of this Agreement, which may be extended with mutual consent in writing.

5.2. Without limiting the operation of this Agreement, this Agreement applies to all Confidential Information whether disclosed on or after the date of this Agreement.





## 6. BREACH AND INDEMNITY

The Recipient agrees and acknowledges to indemnify the Disclosing Party against any direct loss, damage, expense, and costs arising due to any breach by the Recipient of the conditions of this Agreement where damages have been established, and the matter has been fully adjudicated upon by a court of competent jurisdiction /award passed by the Sole Arbitrator, in a final, non-appealable order.

6.1. Without affecting any other rights or remedies that the Disclosing Party may have, the Parties acknowledge and agree that damages alone may not be an adequate remedy for breach of any of the provisions of this Agreement and the Disclosing Party is entitled to seek injunctive relief as a remedy for any direct breach or threatened breach by the Recipient, in addition to any other remedies available to the Disclosing Party at law or in equity.

## 7. DOMICILIA AND NOTICES

The Parties choose Domicile Address for all purposes arising from or pursuant to this Agreement, as follows:

**DISCLOSING PARTY: INDIAN INSTITUTE OF MANAGEMENT, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur - 441108**

**Email:**

**RECIPIENT: The Service Provider. Address:**

**Email:**

## 8. COST

Each party must bear its own costs in connection with the preparation and execution of this Agreement and for providing any other information hereunder.

## 9. GENERAL

9.1. This Agreement contains the entire agreement between the Parties and supersedes all other discussions, representations, and statements about the Confidential Information.

9.2. This Agreement may be varied or waived only if the Parties agree in writing.

9.3. Recipient shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of the Disclosing Party.

9.4. Any part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement shall be held to continue in force as if such illegal or unenforceable provision was never a part of this Agreement.

9.5. If a Party does not exercise a right at any time in connection with a default under this Agreement by the other Party, this does not mean that the Party has waived the right or cannot exercise it later.

9.6. Each of the Parties has entered this Agreement in its own right and on behalf of its respective body corporate.







IIM NAGPUR

INDIAN INSTITUTE OF MANAGEMENT, NAGPUR

INDIAN INSTITUTE OF MANAGEMENT, NAGPUR  
ICT Department, IIM Nagpur, Plot No. 1, Sector 20,  
Mihan (Non-Sez) Nagpur - 441108

Phone No. – 7122870342  
Email: itoffice@iimnagpur.ac.in  
www.iimnagpur.ac.in

9.7. Neither Party hereto will make any announcements relating to the other Party's involvement in the Project without the other Party's prior written consent, which may be given on such terms as the other Party considers appropriate, until compelled by the law, regulation, or other legal or regulatory processes.

9.8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. The Parties agree to observe the terms of this Confidentiality Agreement, and this Agreement becomes effective from the date Party first signing this Agreement (or a counterpart of this Agreement).

**10. GOVERNING LAW**

10.1. This Agreement is governed by the laws of India.

10.2. The Parties submit to the jurisdiction of the courts of Nagpur, India.

**11. ARBITRATION**

11.1. Should the parties not agree to the appointment of a Sole Arbitrator, the aggrieved party shall have recourse appointment procedure as provided by the provisions of the Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be conducted and governed by Arbitration and Conciliation Act, 1996. The language of the Arbitration shall be English, and the place of Arbitration shall be Nagpur.

11.2. The Award made by the Arbitral Tribunal shall be final and binding upon the parties.

**IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above.**

**WITNESS:**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**DISCLOSING PARTY**



**RECIPIENT**

**ALL ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.**