

### Scope of Work

#### Execution of work package in the area and requirement of man power

Sl. No.	Stream wise work packages to be executed	Minimum Qualification	Annexure	No. of Resources*
01	Aeronautical, Mechanical, Production, Civil Engineering	BE/B.Tech (First Class)	Annexure 1	198
02	Computer Science, Information Technology, Electronics & Communication, Electrical & Electronics, Telecommunication		Annexure 2	
03	Aircraft related computing systems / simulation & systems engineering services	MCA (First Class)	Annexure 3	02
	<b>TOTAL</b>			<b>200</b>

\* Actual resources may vary as per ADA's requirements and variation of 50% on higher or lower side would be acceptable by the vendor. The requirement is indicative.

#### Positioning Work Package Personnel

1. Positioning of employees for execution of work package will be done by selecting suitable candidates, who meet the requirement of the user department. Vendor is expected to forward the list of selected candidates for the work package along with the bio data. Vendor also expected to keep record of candidates. Vendor has to carry out selection of the candidates by conducting test and interview. ADA representative will participate in the selection process wherever required.
2. Working hours of ADA will be 08:30 am to 05:00 pm. Monday to Friday. On project requirement, deployed person may require to work on Saturday & holidays. In case the personnel deployed is absent on any day or comes late / leaves early for 02 occasions, one day wage shall be deducted.
3. Contract Personnel may also be deputed outside Bengaluru on temporary duty, for which the cost of to and fro travel, stay and daily expenses incurred by the WPP shall be reimbursed at actual within the pre-decided city rate on evidencing documents. Payment of daily expenses does not require any proof. Prior intimation will be given regarding the intent of ADA to send the personnel on Temporary Duty. ADA will release the eligibility of expenses for each category. No advance on this account shall be paid by ADA to vendor or its employees. ADA will pay the negotiated service charges and applicable GST on service charges only.
4. The vendor shall immediately provide a substitute in the event of resignation of the deployed manpower. The replacement should be provided within a week from the date of resignation. Deployed personnel should give one month prior notice to ADA & vendor about resignation.

Annexure '1'

#### Work Package –I (WP-1)

##### 1. Scope of Work

###### a. General Activities

Support to FOC/IOC of LCA Mk2 activities including flight line / aircraft build

coordination/CAD/DMU/aerodynamic design/CFD analysis, FE structural analysis/HUMS, fuel system design modifications / Quality Assurance and Testing and any other technical job assigned by the co-ordinator.

**b. Brief Description of Work package activities**

- Support to flight line activities, water proofing, wet runway trials, lightning, aircraft build coordination activities, CAD/DMU, GSE/GHE and reverse engineering.
- Design coordination of aircraft parts, assemblies, tracking and updating of drawings release/LRU, coordination of kit installation, schedule updating and tracking of LCA Navy projects with flight-testing.
- Planning, coordination wind tunnels tests and carry data analysis, CFD analysis, aerodynamics design, prediction and evaluation of flight performance.
- Preparation of structural layouts and analysis using CAD/CAE packages, HUMS data analysis and correction, migration of FE structural dynamic models, dynamic flutter analysis, flight vibration data monitoring, design liaison with CMD for Drop Tank Parts
- Fuel system design/modifications across LCA variants, IUSAV, AMCA, development of Retractable Refueling System, Design and development of testing fixture for fuel qualification testing, CAD modeling and detailing/sub-assembly drawing etc.
- Quality Assurance and Testing of Hydraulic and Fuel System LRUs, QA coverage on Mechanical Systems and Avionics Systems at RD-AQA (ARDC) and Reliability & System Safety activities, LRUs life record maintenance, schedule preparation and life data update

**2. Technical Prerequisites:**

- Experience in CATIA, GSE/GHE design, reverse engineering, flight line coordination
- Experience in CATIA, design coordination, schedule updating and tracking
- Experience in CATIA/CFD software tools, aerodynamic design, wind tunnel tests, evaluation of flight performance
- Experience in CATIA/CAE, stress/flutter/vibration analysis
- Experience in CATIA, fuel system design/modification, design of fixtures
- Quality Assurance coverage of mechanical / avionics systems, lifting of LRUs, maintenance

**Qualification:** BE or B.Tech / ME or M.Tech (Mechanical., Production, Industrial production. Aeronautical, Civil engineering) with 1<sup>st</sup> Class from reputed university/institution.

**ANNEXURE '2'**

**Work Package -2 (WP-2)**

**1. Scope of Work**

**a. General Activities**

Support to FOC/IOC for LCA Mk2 activities including development of system,

embedded software system, Simulation, Hardware development, preparation of documents of design, Module integration & module level testing; Qualification testing of LRUs, testing of SBCs, PMC/VME cards; Verification & validation of LRU software at various levels of testing and testing at test rigs & any other technical job assigned by the co ordinator.

**b. Technical Prerequisites:**

- Embedded software development, RTOS knowledge particularly Vx works.
- Bus protocols like 1553B, Rs-422, Ethernet, PCI, etc.
- Tools of monitor, bus controller, Remote Terminal of 1553 bus protocol.
- Requisite pro, Rational Rose, Clear case, clear quest, RT-RT.
- Modeling techniques like use case method and object modeling
- C, C++/VC++ languages, GUI development, simulation experience, experience in .NET, CSharp programming.
- System software, device driver software development; simulation tools like MATLAB, etc.
- FPGA, VHDL, VERILOG experience, experience in PSPICE tools, Digital Signal Processing; Hardware development, testing, preparation of the documents of design, ATP Development of test rigs for hardware testing of LRU.
- Assembly and disassembly of LRU, Module integration, module level testing, thermal analysis, qualification testing of the LRU.
- Testing of the SBCs, PMC/VME cards. Testing at integration level. CSCI testing, test case preparation, etc..
- Independent verification & validation of the LRUs software at various levels of testing and testing at test rigs.

**2. Qualification:**

**Qualification:** BE or B.Tech / ME or M.Tech (Computer Science, Information Technology, Electronics & Communication, Electrical & Electronics, Telecommunication) with 1<sup>st</sup> Class from reputed university/institution.

**ANNEXURE '3'**

**Work Package-3 (WP-3):**

**AIRCRAFT RELATED COMPUTING SYSTEMS/ SIMULATION & SYSTEM  
ENGINEERING SERVICES**

**1. Scope of Work:**

- a) Information Systems development & maintenance using ASP, .NET, J2EE, Graphics Software development, PLM Solutions, Network Administration, HPC System Support, Client Installation, Simulation and System Engineering Services & any other technical job assigned by the co ordinator.

**b) Brief Description of Work package activities**

- Information Systems development / maintenance using ASP, .Net, J2EE Technologies, SharePoint, MS-SQL 2008.
- PLM - Development and customization of PLM solutions using Enovia VPM V4 / Teamcenter
- Graphics software development for VR lab using C/C++, OpenGL, OpenSceneGraph toolkit, MultiGen
- AIX / Linux / Windows Systems admin; Network Administration; HPC System support; PLM Servers & Client Installation / Configuration & Open MP / MPI / Accelerator based Development
- Simulation Systems using C/C++/ADA openGL, OpenSceneGraph toolkit; Multigen, .Net/C#, Terrain database, RTOS, Aircraft Databus
- Systems Engineering services – Requirement management, Clearcase based Configuration management, Program management tools (MS Project Server, Enovia V6 Program central), CATIA / Delmia Human / Virtual Prototyping tools

**c) Technical Prerequisites:**

- For Microsoft / Java technologies – certified developer on the relevant technologies
- PLM – Previous experience on the tools
- Graphics software development – Previous experience on OpenGL / C/ C++
- System / Network / HPC Admin – ITIL V3 certified
- Previous experience on the simulation systems / DO 178 B /C experience
- Proven experience in Systems engineering tools experience is a must

**d) Qualification:**

MCA (Computer Science, Information Science, Information Technology) with 1<sup>st</sup> Class from reputed university/institution.

### Vendor Qualification Criteria

- a) The Bidder shall have expertise as per SOW and produce the relevant documents.
- b) The Vendor needs to provide evidence of their financial standing through annual report of last 3 years i.e. 2021-2022, 2022-2023 and 2023-2024.
- c) The Bidders should have adequate experience in the field, technical capability in the area, and financial soundness. The bidders are required to produce documentary proof of experience in providing manpower services to PSUs/Banks/Govt. departments etc of similar contract. Copy of the previous three years IT returns also to be submitted.
- d) The bidders should have at least 10% of the required manpower on their payroll i.e. 20 Engineers (BE/B.Tech/MCA). Proof thereof would be provided reflecting educational qualifications to be provided.
- e) Vendor should have trade license issued by the Karnataka state govt. to run the business in Karnataka and Vendor should have registered office located in Bangalore. Physical verification of the vendor's location and office will be verified by the TEC, ADA.
- f) Vendor should have executed at least one contract of similar value during the last 02 years for not less than Rs. 50.00 lakhs. Proof of having satisfactory executed the contract to be enclosed.

### Special Terms and Conditions

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

Sl. No	Description	Standard Terms	Compliance by the Firm (If Not Agreed, give reasons)
1.	Selection of the resources	ADA will conduct an interview of each resource deputed by the Bidder and communicate the suitability	
2.	Terms of Delivery	The prices quoted for delivery at Bangalore, Hyderabad & New Delhi.	
3.	Candidates to be deployed as per the requirement of ADA at	ADA HQ, NFTC & Campus-2 of ADA Bangalore, Hyderabad & New Delhi.	
4.	NDA / IPR	Successful bidder / vendor needs to execute the NDA as per format enclosed after placement of PO. IPR rests with ADA	
5.	Payment Terms	Vendor shall make the payment to the deployed manpower within 7 <sup>th</sup> of every month based on the attendance provided by ADA within 4 <sup>th</sup> of every month. Vendor should comply with all govt. statutory obligations, EPF, ESI, Workmen Compensation Act, & other labor laws. In case of any personnel of WPP are not covered under ESI Act by virtue of wage ceiling limit, suitable group insurance policy should be obtained (including medical benefit, death benefit and accidental benefit) & copy of the same shall be submitted to ADA. No advance payment will be made.	
6.	Registration Certificate	Vendor should have valid Registration under Shops & Establishment Act, Govt. of Karnataka (For "C") for Nature of Business : Manpower Supply	
7.	Registered Office	Vendor should have registered office located in Bangalore	
8.	CLC permission	Successful Vendor needs to obtain permission from Central Labour Commissioner Bangalore before deployment of manpower	
9.	Undertaking from the Bidders:	The Bidder/Firm/Company will submit an undertaking that in the past, they have never been	

		banned/debarred for doing business dealings with Ministry of Defence / Govt. of India / any other Govt. organization and that there is no enquiry going on by CBI / ED / any other Govt. agency against them.	
10.	Training	Vendor to provide adequate training for the period of 1 week to candidate appearing for interview or before joining, Certificate to be issued in this regard	
11.	Other Conditions:		
a	Vendor shall execute the work as per the requirement in the Scope of Work (SOW) only by qualified and experienced Indian Nationals.		
b	The personnel deputed by the Vendor to ADA in connection with the work shall be regular employees of the Vendor and sub-contracting to other firms is not permitted. The age limit of the personnel deputed shall be as follows: i) The minimum age on deployment in ADA shall be 18 years ii) The maximum age up to which he/she can work in ADA shall be 60 years		
c	Vendor shall furnish the details of personnel being positioned / deputed by them such as their name, qualification, etc. along with their experience in related area before deputing them to ADA.		
d	Vendor shall submit the Police Verification reports with address verification valid till end of the Contract period from the Office of the District Police Head in the prescribed pro-forma in respect of the Personnel deputed by them before executing the work. Selected manpower resource shall obtain well in advance, necessary security clearance from Admin Department of ADA through the Project Coordinator and should also complete police verification process upfront. Cost of police verification etc. is to be borne by the Vendor.		
e	The Personnel positioned/deputed by Vendor will be issued with photo identity card by the Vendor. They shall maintain absolute integrity, devotion to duty, punctuality, discipline and proper office decorum, failing which Vendor shall be answerable and also liable to make proper replacements.		
f	The Vendor shall comply with Sections 16, 17, 18 and 19 of the CLRA Act 1970 regarding welfare and health of their Personnel positioned/deputed at ADA in connection with the work.		
g	Vendor shall ensure that there are no unfair practices of the personnel engaged by them in ADA. In case of Non- payment of wages or withholding of Marks Card/testimonials of the candidates etc., ADA reserves the right to terminate the Contract and invoke the Performance Security Deposit.		
h	Vendor shall obtain a license under Chapter-IV of the Contract Labour (Regulation and Abolition) Act 1970 and shall maintain all registers required under various Acts, which may be inspected by the Departments as well as the appropriate Labour Enforcement Authorities.		
i	Vendors to abide by Karnataka State Government rules while quoting. Any violation to regulations with respect to payments as issued by Central Government i.e Quoting less/more will be rejected.		

j	ESI, PF, GST and Labour Registration Number along with copies of Certificates to be submitted along with the Technical Bid.	
k	Vendor should strictly adhere to and is responsible for meeting all statutory rules/labour laws and regulations applicable to this work package such as Minimum wages, EPF, ESI, etc. Any violation of the above statutory provisions currently applicable will be sufficient reasons for the termination of this Contract. In such an event, Vendor should effect all damages/compensation to employees/Government and indemnify ADA against breaches thereof. Payment will be effected only on production of proof of payment of statutory dues.	
l	It is also the sole responsibility of the Vendor for payment of whatever admissible benefits to the employees. ADA will not take any liability in any of these aspects.	
m	Vendor and their personnel should abide by all the Security instructions of ADA including IT Security. They should not move in the campus without cause and shall not be permitted to do any work other than that indicated in the Contract.	
n	If any Personnel engaged by Vendor are found responsible for any theft, damage, deface, break or destruction of any installation/fittings, etc., in the institution, Vendor shall make good the loss, at prevailing market rates.	
o	Vendor shall take all safety precautions required for execution of the work. ADA will not in any way be responsible for any injury/damage that may be caused to Vendor or their Personnel during the execution of work	
p	In case of any injury or death caused to any of the persons during the course of engagement, the responsibility shall solely rest with Vendor. ADA shall not be responsible for any loss of life of Vendor's personnel caused at ADA site. Vendor shall alone be responsible for any compensation for which they shall take adequate insurance policy/policies at their cost and expenses from time to time and ensure all statutory requirements as per prevailing Government norms.	
q	In case while on duty and during the course of engagement in the work premises of ADA under this Contract, if any of the Vendor's workforce meet(s) with any injury, indisposition due to accident or other natural calamities, Vendor shall ensure immediate and adequate medical aid without fail. In addition, Vendor shall also be liable for meeting the statutory liabilities under the ESI/EPF/Workmen's Compensation Act.	
r	All the Contract Personnel deployed by Vendor by virtue of this Contract shall remain the employee of Vendor only and they shall not acquire any claim whatsoever for employment in ADA or right for regularization as employee of ADA or continued engagement under ADA. Vendor or the Personnel engaged by Vendor shall not have any right to claim for employment based on the work done through this Work Package.	
s	Vendor shall submit a declaration, to the effect that none of the persons engaged by them has a criminal background, to the Sr. Administrative Officer, ADA before executing the work assigned to them. No overtime payment shall be made, for any extra work done by them.	

t	The successful bidder shall be liable to make payment to all the deployed personnel and shall comply with the labour laws. If establishment is held liable as principle employer to pay compensations/contributions etc, under any act or court decisions in respect of the employees of the vendor, than the vendor shall reimburse the amounts of compensation to the establishment.	
u	Vendor shall comply with all Acts, Laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws applicable or which might be applicable, and liable to compensate ADA, and to assume any liability towards the workforce engaged by Vendor	
v	For security and administrative purposes, the personnel deputed shall be bound by Rules and Regulations of ADA.	
w	No removable/portable Media like CD/USB Device/Mobile phone, etc. would be allowed to be carried inside or out of ADA, even as part of the present work.	
x	Contract Personnel may also be deputed outside Bengaluru on temporary duty, for which the cost of to and fro travel, stay and daily expenses incurred by the WPP shall be reimbursed at actual within the pre-decided city rate on evidencing documents. Payment of daily expenses does not require any proof. Prior intimation will be given regarding the intent of ADA to send the personnel on Temporary Duty. ADA will release the eligibility of expenses for each category. No advance on this account shall be paid by ADA to vendor or its employees. ADA will pay the negotiated service charges and applicable GST on service charges only.	
y	Insurance covering of Medical benefits, Disability benefits, Death benefits for a minimum of Rs. 3.00 lakh per person have to be extended to the resources not covered by ESI. ADA will not reimburse the insurance premium amount.	

## Non-Disclosure Agreement

This Agreement is made effective this \_\_\_\_\_ (“Effective Date”)

Between

(i) \_\_\_\_\_ ; and

(i) \_\_\_\_\_ .

Both \_\_\_\_\_ and \_\_\_\_\_ are hereinafter referred to collectively as “the Parties” and individually referred to as a “Party”.

### 1. Definitions

1.1 For the purposes of this Agreement:

- (a) “Confidential Information” shall mean this Agreement and all information of a commercial, technical or financial nature which is directly or indirectly disclosed by the Disclosing Party (or a member of its Group or another person on behalf of the Disclosing Party as applicable) (whether before, on or after the date of this Agreement) Confidential Information includes, without limitation, any information relating to, or materials of whatever nature embodying, the Disclosing Party’s products, services, operations, plans or intentions, product information, protocols, intellectual property, data, know-how, secret formulae, processes, designs, photographs, drawings, specifications research and development, trade secrets, opportunities, business affairs, customer and clients, business plans, software code, listings, holdings, alliances, investments and transactions, regardless of form, format or media and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case either (i) by its very nature confidential; (ii) is marked as such; or (iii) it is reasonable to assume to be confidential from the context;
- (b) “Disclosing Party” means the Party disclosing Confidential information to the Receiving Party;
- (c) “Group” shall mean in relation to a Party, that Party, each and any subsidiary or holding company of that Party, and each and any subsidiary of such holding company;
- (d) “Purpose” means discussions and exchange of information related to [.....];
- (e) “Receiving Party” means the Party who receives Confidential Information from the Disclosing Party; and

- (f) "Representatives" shall mean employees, agents, contractors, directors and other professional advisers of the Receiving Party and the Receiving Party's Group.

## **2. Term and Termination**

- 2.1 This Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date unless earlier terminated by either Party upon the provision of thirty (30) days' notice in writing to the other. Each Party hereby undertakes to keep confidential all of the other Party's Confidential Information that it may acquire in any manner for a period of five (5) years after the termination or expiration of this Agreement.
- 2.2 At the expiration or in the event of early termination of this Agreement, or at any time on receipt of a written request from the Disclosing Party, the Receiving Party shall:
  - (a) immediately discontinue all use of the Disclosing Party's Confidential Information disclosed under this Agreement;
  - (b) return forthwith all documents and/or other materials (whether in paper, electronic or other form) bearing or incorporating the said Confidential Information or any of it, or certify that same have been destroyed; and
  - (c) ensure that each of its Representatives who have been given access to the Confidential Information pursuant to the terms of this Agreement are aware that the continued use of same for the Purpose is no longer permitted.
- 2.3 The obligations in Clause 2.2(b) to return or destroy Confidential Information shall not apply to:
  - (a) minutes or papers of any meeting of the Receiving Party's board of directors, or to those of a duly appointed committee of such a board; or
  - (b) the retention of Confidential Information by the Receiving Party and its Representatives to comply with applicable law, rule, regulation, professional record-keeping obligations, internal compliance procedure and internal document retention policies or any competent judicial, governmental, supervisory or regulatory body.

## **3. Undertakings and Acknowledgements**

- 3.1 In consideration of each Party disclosing its Confidential Information to the other, each Party hereby undertakes to:
  - (a) keep the Confidential Information strictly confidential, including, without limitation, taking the measures set out in Clause 5;
  - (b) use the other Party's Confidential Information exclusively for the Purpose;
  - (c) not disclose the other Party's Confidential Information to any person, and prevent any such disclosure, except as expressly permitted by the terms of this Agreement; and

- (d) keep the fact of the existence of this Agreement, the circumstances surrounding its creation, and the transaction contemplated by it confidential and not disclose same in any way whatever, whether by way of public announcement, individually to any third party, or otherwise, without the prior written approval of the other Party.

3.2 Parties acknowledge and agree that:

- (a) nothing in this Agreement shall be construed as a waiver by either Party of its proprietary rights in any of the Confidential Information it discloses hereunder;
- (b) no warranty is given by either Party that the Confidential Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose;
- (c) nothing in this Agreement shall be construed as a grant by one Party to the other of any form of licence to use any of the Confidential Information it discloses hereunder other than for the Purpose, or to deal in any way with any of the intellectual property rights therein; and

3.3 The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information for the Purpose.

**4. Exceptions**

4.1 The restrictions on the Parties under Clause 3.1 shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no act of default on the part of the Receiving Party or any of its Representatives; provided that, for the avoidance of doubt, disclosure to a governmental entity, domestic or foreign, shall not be considered to be "generally available to the public"; or
- (b) the Receiving Party can prove by documentary evidence produced to the Disclosing Party that the Confidential information was already in the Receiving Party's possession and at its free disposal before the disclosure made pursuant to this Agreement; or
- (c) is independently developed by the Receiving Party; its officers, employees, agents or contractors, without reference to the Disclosing Party's Confidential Information; and/or
- (d) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from either Party to this Agreement.

4.2 The Receiving Party may disclose Confidential Information that it is required to disclose by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible.

## **5. Confidentiality Measures:**

- 5.1 In order to secure the confidentiality attaching to the Confidential Information, each Party shall:
- (a) subject to Clause 5.2, ensure that access to the other Party's Confidential Information is allowed exclusively to those of its Representatives who are under a written agreement (which may be as part of their employment or contract for work) to preserve as confidential any information and knowledge which is entrusted to their employer or, in the case of a contractor, their client;
  - (b) keep separate all of the other Party's Confidential Information and all information generated by it based thereon from all of its other documents and records;
  - (c) not make or retain any copies of the other Party's Confidential Information or create any documents or other material of whatever nature containing or reflecting any of the other Party's Confidential Information except as necessary for the Purpose;
  - (d) use the same security measures and degree of care to preserve and safeguard the other Party's Confidential Information as they use to preserve and safeguard their own Confidential Information and in any case no less than reasonable care; and
  - (e) comply with all other reasonable requirements imposed by the Disclosing Party in relation to the protection of its Confidential Information.
- 5.2 For the avoidance of doubt, each Party further acknowledges and agrees that it shall be wholly responsible for breaches of this Agreement arising from the acts and/or omissions of its respective Representatives.

## **6. General:**

- 6.1 The Parties acknowledge and agree that the Confidential Information is of significant commercial value to the relevant owners and that any breach by one Party of the terms of this Agreement could cause irreparable damage to the other Party's business. Accordingly, without prejudice to any other rights or remedies available to either Party, whether at law or in equity, each Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this Agreement and that each Party shall be entitled to seek the remedy of injunction in the event of any actual, threatened or anticipated breach by the other of any of the terms of this Agreement.
- 6.2 This Agreement is personal to the Parties and shall not be assigned or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other.
- 6.3 Neither Party shall describe itself or hold itself out as an agent of the other and nothing in this Agreement shall be construed as creating the relationship of partnership or principal and agent between the Parties.

- 6.4 This Agreement constitutes the entire understanding and agreement between the Parties relating to the protection and use of Confidential Information disclosed hereunder and supersedes any and all prior agreements (whether written or oral) or understandings relating thereto. No Party shall be bound by any additional or other representation, condition or promise unless expressly agreed in writing and signed by a duly authorized representative of that Party.
- 6.5 All non-legal notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by email with confirmation of delivery, by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be addressed to the address set forth in this Agreement or to such other address as may be specified by either Party to the other in accordance with this Clause.
- 6.6 All legal notices under this Agreement will be in writing and delivered by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All legal notices will be addressed to the address set forth in this Agreement or to such other address as may be specified in writing by either Party to the other from time to time
- 6.7 If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 6.8 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Transmission of the executed signature page of a counterpart to this Agreement by email or other electronic means shall take effect as delivery of an executed counterpart of this Agreement.
- 6.9 The construction, validity and performance of this Agreement and all matters arising from or connected with it shall be governed in all respects by Laws of Republic of India.
- 6.10 Save for any application for injunctive relief made by either Party pursuant to Clause 6 herein (which may be made in any court of competent jurisdiction), each Party irrevocably agrees that any dispute or claim of any kind whatever arising under, out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Bangalore.
- 6.11 Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably by mutual discussion failing which the same shall be referred to the Sole Arbitrator appointed by consent of both the parties. Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act 1996 and the venue of arbitration will be Bangalore. The language of the arbitration shall be English. The decision/award of such an arbitrator shall be binding on the parties hereto and enforceable in any court of competent jurisdiction.

**Signed** by a duly authorised representative of the Parties

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

### **Format for Non-disclosure of Confidential and Proprietary Information**

1. **Definitions:** Unless the context otherwise requires, the following terms when ever used in this Contract have the following meaning
  - (a) **Disclosing Party** means “ Aeronautical Development Agency (ADA), Bangalore”
  - (b) **Receiving Party** means the Vendor/Seller/Development Partner receiving Confidential and Proprietary information from ADA, Bangalore
  - (c) **Confidential information** means any information which shall include but not limited to Design, Specifications, Plans, Drawings, Software, Proto-types, and or technical information, and all copies, derivatives, containing such information. Information may be in any form or medium, tangible or intangible and may be communicated / disclosed in writing, orally, or through visual observation or by any other means.

**Exception:** Such confidential information shall not include any information which

- (i) is at the time of disclosure, publicly known: or
- (ii) becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of the Agreement of or by the Receiving Party
- (iii) the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality or:
- (iv) is legitimately obtained at any time by the Receiving Party from a third party without restriction in respect of disclosure or use: or
- (v) the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential information

2. Authority of the Signatory of Receiving Party shall be established prior to signing of the Declaration

3. Standard of Care: The Receiving Party shall protect the confidential information disclosed by the First Party with appropriate care

(a) Receiving Party shall communicate to the First Party in writing the list of nominated persons for receiving confidential information

(b) When confidential information is received by the Receiving Party, the receiving party should acknowledge the receipt of confidential information

(c) Receiving Party should not discuss the confidential information disclosed by the Disclosing Party with any Third Party within Government Organizations or outside Government Organizations without the prior written approval of the Disclosing Party

(d) Failure to observe any of the above provisions by the Receiving Party shall not constitute a waiver of such provisions

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## CONFIDENTIALITY AGREEMENT BY WPP

WHEREAS ADA and the Work Package Provider (WPP) wish to disclose certain proprietary or confidential information to each other with regard to certain Tasks of LCA (hereinafter referred to 'tasks') for the purpose of the contractor providing certain technical & supporting services to ADA and whereas each of the parties wishes to protect its own such proprietary or confidential information, the parties hereto have agreed to enter the following confidentiality agreement.

1. In this Agreement, the term "Proprietary Information" means any technical or commercial information (whether in visual or machine readable form) disclosed by one party to the other and identified by a suitable legend or marking as being of a proprietary or confidential information disclosed orally from one party to the other which was described as being proprietary or confidential at the time of disclosure and thereafter is reduced to writing, appropriately identified and a copy thereof sent to the receiving party within 15 (fifteen) working days of the original oral disclosure, PROVIDED HOWEVER that proprietary information shall not include any information which the receiving party can show:
  - 1.1 is in or comes into the public domain otherwise than a breach of this Agreement or the fault of the receiving party; or
  - 1.2 Has been lawfully received from a third party without restriction as to its use of disclosure; or
  - 1.3 Was already in its possession free of any such restriction prior to receipt from the disclosing party; or
  - 1.4 Was independently developed by the receiving party without making use of the proprietary information; or
  - 1.5 Has been approved for release or use (in either case without restriction) by written authorization of the disclosing party.
2. For a period of 10 (ten) year from the date of receipt by the receiving party of an item of Proprietary Information (or such other period as may be agreed) the receiving party undertakes:
  - 2.1 to keep such Proprietary information confidential:
  - 2.2 Not to use such Proprietary Information otherwise than for the purposes of the tasks unless such use is specifically authorized in writing by the disclosing party.
  - 2.3 Not to disclose such Proprietary Information to any person employed in its business other than those having a need to know for the purposes of the tasks and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement;
  - 2.4 Not to disclose Proprietary Information to any third party except for the purposes of the designs tasks and with the prior written consent of the disclosing party (which consent shall not be unreasonably withheld) and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement;
  - 2.5 Not to copy or reduce Proprietary Information to writing except as may be strictly necessary for the purposes of the tasks; and
  - 2.6 To return to the disclosing party on demand all copies of Proprietary Information reduced in writing (or other permanent form) and to destroy all notes and any other

written reports or documents which may have been made by the receiving party to the extent they contain any part of reference to Proprietary Information in whole or part except as authorized in writing by the disclosing party or as strictly necessary to complete any outstanding obligations relating to the tasks where after such Proprietary Information shall be returned or destroyed as aforesaid.

3. This Agreement shall not be construed as granting expressly or impliedly any right under patents, copyrights or any other form of intellectual property rights belonging to the disclosing party in respect of proprietary information the ownership of which shall remain vested to the disclosing party at all times.
4. Should either party be the subject of merger or other form of reorganization legally, it is agreed that the successor in law to such party shall also be bound by the terms of this Agreement as if such party were an original party hereto. Subject as aforesaid neither party shall assign its interest under this Agreement without prior written consent of the other party.
5. Nothing herein shall be deemed to replace or prejudice any government security classification referenced on any part of the proprietary information and the receiving party undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant government authority in the country of the disclosing party. This obligation shall continue for the duration of this Agreement and thereafter until such time, as the said authority shall deem appropriate.
6. The parties each designate the Project Coordinators against each Order who shall be responsible for the transmission of Proprietary Information and for recording its disclosure and receipt. Any alteration in the name or address of the Project Coordinator(s) by one party shall be notified to the other in writing.
7. The foregoing constitutes the entire agreement between parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral or written) made between the parties with respect to or in conjunction with any matters or things to which this Agreement applies.
8. Notices hereunder shall be deemed validly given if delivered by hand with due acknowledgement or sent by Registered post to the Project Coordinators. Such notices shall be deemed effective on the date of receipt.
9. This Agreement shall be governed by and construed in accordance with laws of India.

Signature of the Work Package Provider

## DECLARATION BY WORK PACKAGE PERSONNEL

I, .....being the employee of M/s..... hereby declare that, upon being invited to participate in the Development of Software for \_\_\_\_\_ awarded to us vide your Appointment Order Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter referred to as 'The Project') Aeronautical Development Agency, Bangalore (hereinafter referred to as 'ADA'). I have noticed that the Indian Official Secrets Act, 1923 (Act: XIX of 1923) is applicable to me and I am liable in case of breach of official trust, to the penalties detailed in the Act.

I further declare that:

1. Any information submitted or given by ADA to me shall be treated by me in strict confidence.
2. The terms 'information' comprises of technical knowledge of whatever nature (documents, data and the like) whether patented or not.
3. I understand and agree that the penalties detailed in the Indian Official Secrets Act, 1923 for breach of trust in maintaining the confidentiality of the said technical knowledge shall be suffered not only by our Organization as body corporate, but also individually on its Chief Executive and me.
4. The provision of the Indian Official Secrets Act, 1923 (XIX of 1923) shall apply to me with reference to exchange and use of information provided by ADA to me even if the software development work is not awarded to us and
5. I shall not make public any knowledge or information which ADA shall have disclosed or may hereinafter disclose to me incidental to placing of an order on us.

Place:

Date:

Signature of Employee

Signature of the Work Package Provider