

Annexure III

AGREEMENT

THIS AGREEMENT made this **day of** between (hereinafter referred to as "**the First Party**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the **FIRST PART** AND The Party (hereinafter referred to as "**the Second Party**") which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted assigns having its registered office at _____ of the **SECOND PART**.

WHEREAS the **First Party** is desirous that On-site Comprehensive Annual Maintenance Services for “**Internet Router and Switches.**” as listed in **Annexure B** should be provided by the **Second Party**, in the Data Centres of Unique Identification Authority of India in Delhi, and has accepted to pay to the **Second Party** the Annual Maintenance Fees for provisioning of those Services at a total cost not exceeding(**Rupees**) for 1 (One) year (hereinafter "the Contract Price").

AND WHEREAS the **Second Party** has agreed to provide, the On-site Comprehensive Annual Maintenance Services for maintenance of the Goods as listed in **Annexure B**, as per the rate(s) given in **Annexure C**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) General Conditions of Contract **Annexure A**
 - (b) Particulars of Goods **Annexure B**
 - (c) Annual Maintenance Charges **Annexure C**
 - (d) List of Site(s) **Annexure D**
 - (e) Format of Preventive Maintenance Report(s) **Annexure E**
 - (f) Format of Call Report / Down Time Reports **Annexure F**
 - (g) Formula for Calculation of down time **Annexure G**
 - (h) Format for Performance Bank Guarantee **Annexure H**
 - (i) Non-Disclosure Declaration **Annexure I**
3. In consideration of the payments to be made by the **First Party** to the **Second Party** as hereinafter mentioned, the **Second Party** hereby covenants with the **First Party** to provide the On-Site Comprehensive Annual Maintenance Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **First Party** hereby covenants to pay the **Second Party** in consideration of the provision of the On-Site Comprehensive Annual Maintenance Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. TOTAL CONTRACT PRICE: (Rupees

6. DURATION OF THE CONTRACT: 1 (ONE YEAR)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered for & on behalf of M/s

Signed, Sealed and Delivered for and on behalf of the

Signed
Name : _____
Designation : _____
Date : _____
Place : **New Delhi**

Signed
Name : _____
Designation : _____
Date : _____
Place : **New Delhi**

in the presence of :

in the presence of :

Signed
Name : _____
Designation : _____
Date : _____
Place : **New Delhi**

Signed
Name : _____
Designation : _____
Date : _____
Place : **New Delhi**

General Conditions of Contract

1. General

1.1 Definitions

- a) **"First Party"** means the **President of India** acting through the Director General, Unique Identification Authority of India, Planning Commission, Government of India.
- b) **"Second Party"** means **Bidder** and shall be deemed to include their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns, as the case may be unless excluded by or repugnant to this contract.
- c) **"Parties"** means the First Party and the Second Party and **"Party"** means either of the Parties.
- d) **"UIDAI"** means the Unique Identification Authority of India.
- e) **"Maintenance Fees"** means the Annual Maintenance Charges or any other sums payable by the First Party to the Second Party under the Contract for the full and proper performance of its contractual obligations;
- f) **"Goods"** mean all of the equipments, machinery, and / or other materials for which the Second Party is required to provide the on-site comprehensive Annual Maintenance Services to the First Party under the Contract;
- g) **"Services"** mean the on-site comprehensive Annual Maintenance Services to be provided by the Second Party to the First Party, and shall include provision of both labour and material support and other such obligations as may be required to be provided by the Second Party to the First Party under the Contract;
- h) **"Site"** means the location(s)/building(s) specified by the First Party where the Services are to be provided by the Second Party to the First Party under this contract.
- i) **"Contract Price"** means the price payable by the First Party to the Second Party under the Contract for the full and proper performance of its contractual obligations.

1.2 Interpretation

In this Contract unless the context otherwise requires:

- (i) the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not effect the meaning and/ or interpretation of this Contract;
- (ii) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- (iii) a reference to the singular includes the plural and vice-versa;
- (iv) a reference to a gender shall include any other gender;
- (v) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (vi) unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;
- (vii) all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
- (viii) a reference to a person includes a partnership and a body corporate;
- (ix) a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- (x) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- (xi) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- (xii) Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian Calendar.
- (xiii) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
- (xiv) The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply;
- (xv) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted or assigned from time to time.
- (xvi) If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

2. Scope of Services

- 2.1 The Second Party shall provide the maintenance services to the First Party for maintaining the Goods listed in **Annexure B**. The Second Party's obligation towards maintenance shall be limited to only the Goods as indicated in **Annexure B** and at the site(s) mentioned in **Annexure D** or at the site(s) which may be specified by the **First Party, in writing at any time during the currency of the contract.**
- 2.2 The Second Party shall provide the Maintenance Services, normally between 0900 hours to 1800 hours from Monday through Friday, at the First Party's premises specified in Annexure D. The Second Party shall also attend emergent calls even during holidays or as and when required.
- 2.3 It shall be the responsibility of the Second Party to keep the Goods covered under this Annual Maintenance Contract (hereinafter referred to as "the AMC") in sound working conditions during the tenure of the contract.
- 2.4 The Maintenance Services shall consist of Corrective and Preventive Maintenance Services and Unlimited Breakdown call services including carrying out the necessary repair(s)/replacements free of charge. The Preventive Maintenance Calls shall be attended to by Second Party at fixed intervals pursuant to **Clause 7.1**.
- 2.5 The Second Party shall depute its Service Engineers and/ or OEM Engineers to the site(s) of First Party within the time pursuant to **Clause 9** from the receipt of calls from the First Party or its representatives. Contact person(s) of the Second Party for all site(s) of the First Party, who will be the focal point for smooth execution, shall be nominated by the Second Party.
- 2.6 The Second Party shall make all efforts to repair, as far as possible; the Goods at the First Party's site(s) itself. However, if it is felt absolutely necessary to take any unit(s) of the Goods to the Second Party's works for repairs, the Second Party shall take the entire responsibility for the safe custody of the unit/units taken out for repairs till they are handed over to the First Party after repairs. Any loss of the unit/units on account of theft, fire or any other such reasons, occurred to First Party's property after it is taken over by Second Party shall be at the sole risk and responsibility of the Second Party who shall replace a similar compatible system to First Party free of cost.
- 2.7 The Second Party shall advice and guide the First Party on the removal of viruses, if so desired by the First Party.
- 2.8 During the currency of this Annual Maintenance Contract, at the First Party's claim, any part or parts found to be defective by reasons of faulty material or workmanship shall be repaired or replaced at the earliest.
- 2.9 In case of breakdowns during the currency of this Annual Maintenance Contract, the Second Party shall delegate the engineer of its respective OEM and/ or Second Party's Expert(s) to the site(s) in order to fix the problems at the earliest, at no additional cost.
- 2.10 The First Party shall pay to the Second Party the Maintenance Fees in quarterly instalments at the time and in the manner prescribed in **Clause 10**.
- 2.11 The Contact Person for all matters of correspondence shall be the **Deputy Director General (Technology), UIDAI, 9th Floor, Tower I, Jeevan Bharati Building, Connaught Place, New Delhi-110 001.**

3. Duration of the Contract

- 3.1 This Contract comes into effect from (date of signing of contract) and shall be valid **initially for a period of 12 (Twelve) months**. The First Party reserves the right to renew the contract for the 2nd and 3rd year based on successful performance by the Second Party and without altering the terms and conditions of the contract.
- 3.2 For the subsequent years beyond 3 years, subject to the satisfactory maintenance services provided to the First Party by the Second Party, this Contract may, by mutual agreement in writing two months prior to expiry of this contract, be renewed for a further period of one year after expiry of the contract without altering the terms and conditions of the contract.

4. Additions of New Goods:

- 4.1 The First Party reserves the right to delete/include any of the Goods in the existing contract during the currency of the contract. However, the rates for inclusion of new Goods into the contract shall be on pro-rata basis mutually worked out and agreed upon by both the parties.
- 4.2 The First Party reserves the right to **relocate the Goods** as and when necessary **after intimation to the Second Party**. The Second Party shall assist the First Party in the relocation of the Goods covered under this contract. The Second Party shall also be responsible for disassembly and assembly/ re-installation of the Goods during the relocation of the Goods and maintain the Goods at the new location of the First Party, without any extra cost to the First Party on account of assembly/ reinstallation. The Second Party shall, however, not be responsible for any damages caused to the Goods during transportation and relocation of the Goods. It shall be the sole responsibility of the First Party that no damage is caused to the Goods during the relocation. The relocation charges, if any, shall be borne by the First Party at mutually agreed price(s).

5. Exclusion/ Exemption

- 5.1 The Second Party shall not be liable for failure to perform any of its obligations under or arising out this contract if such failure results from any force majeure and/or any measures taken by the Government whatsoever which renders it impossible or impracticable for the Second Party to perform its obligations under this Contract.
- 5.2 The Second Party shall not be liable for any delay, failure, breakdown loss or injury caused by:
- a) the Goods for which the First Party has failed to follow any reasonable recommendation(s) made by the Second Party with respect to its care and use, including but not limited to use with the equipment of appropriate media and expendables.
 - b) the Goods supplied by the First Party or any Third Party, or
 - c) the Goods modified by the First Party or any Third Party, or
 - d) any requirements of Posts, Telegraphs and Telecommunications Authority, or
 - e) the Goods run without supervision i.e. not attended by trained personnel.
 - f) Power outages, improper power and environmental conditions.

5.3 The Maintenance Services to be provided by the Second Party shall not include:

- a) Electrical work external to the machine or maintenance of accessories, attachments, machines or other devices, Power Adaptor, Painting of the cabinet and Consumable items such as stationery, cartridges and magnetic media not covered under the agreement.
- b) Any failure, due to bad quality of consumable and media; software services, operational problem & training.
- c) Damage resulting from accidents, fire, lighting neglect or misuse, failure or unclean electrical power, Air conditioning or Humidity control or due to environmental conditions, cost of repair/replacement due to these factors shall be charged by the Second Party for labour as well as replaced parts.

6. Spare Parts

6.1 The Second Party shall provide spare parts required for the repair/maintenance of the Goods covered under **Annexure B**. The replaced / worn out part(s) shall be the property of the Second Party.

7. Preventive Maintenance

7.1 Pursuant to **Clause 2.4**, the Second Party shall undertake Preventive Maintenance of the goods under this Annual Maintenance Contract on quarterly basis, at New Delhi, hqrs site.

7.2 It shall be the responsibility of the Second Party to furnish to the First Party, along with its Maintenance Bills, a Compliance Certificate as per **Annexure E**, duly authenticated by the Authorised officer of the First Party, certifying that the Preventive Maintenance has been done by the Second Party.

7.3 The Second Party shall provide, in advance, quarterly schedule, of mutually agreed date for Preventive Maintenance of the Goods, to the Authorised Officer of the First Party at the respective site. It shall be the responsibility of the Second Party to maintain a proper record in the format as per **Annexure E** for each Preventive Maintenance carried out by its Service Engineer.

8. Up-Time Guarantee

8.1 The Second Party shall ensure **99.5 % uptime** of the Critical equipment, if any, covered under this Annual Maintenance Contract.

9. Response Time

9.1 The Second Party shall ensure the response time of within 4 hours from the time of lodgement of complaint for attending the complaint calls relating to any of the Goods for Maintenance Services.

10. Payment Terms

10.1 Pursuant to **Clause 2.10**, Annual Maintenance Fee shall be payable by the First Party to the Second Party in quarterly instalments. The payment shall be made after the

expiry of each quarter and after getting the Performance report to be signed by the Authorized person of First Party along with the daily service Call Reports duly signed by the Authorized person of First Party. All taxes applicable on prevailing rates will be deducted.

- 10.2 The Second Party shall be required to submit the bills in this regard, in triplicate, to the First Party, along with the daily service Call Reports, downtime reports for the quarter and the preventive maintenance report (if carried out during the relevant quarter), duly signed by the Authorized person of First Party.
- 10.3 The quarterly payment shall be released by the First Party to the Second Party, after taking into account the deductible amount, if any, on account of liquidated damages and/or down time and/or failure to meet the guaranteed uptime due to malfunction of the Goods as certified by the authorized officer of the First Party at each site in each city. The down-time calculations shall be jointly evaluated by the authorized officers of the First Party at each site and the Service Engineers of the Second Party. The Down Time reports shall be maintained by the First Party as per **Annexure F**.
- 10.4 It shall be the responsibility of the Second Party to submit the bills pursuant to **Clause 10.2** alongwith the up-time certificates and the Preventive Maintenance Reports duly authenticated by the authorized officer(s) of the First Party. If, however, the down time reports, to be submitted by the Second Party alongwith the bills, for release of its quarterly payment is delayed for more than 15 days for no fault of the Second Party, the First Party shall release the relevant quarterly payment to the Second Party. However, as and when the relevant down time reports are received, the First Party shall make the deductions on account of the down time from the subsequent quarterly payments payable to the Second Party by the First Party.
- 10.5 Liquidated Damages, in accordance with **Clause 28.2, 28.3, 28.4 and 28.5**, shall be deducted till the time stand-by equipment is provided.
- 10.6 Breakdown charges/ other deductions, if any, for a particular quarter will be deducted from the AMC payment for that quarter and the balance from any future payments due to the Second Party. Performance Bank Guarantee(s) will be invoked for recovery of further outstanding amount, if any.
- 10.7 Income-tax, surcharge or any other taxes levied by the Government of India from time to time shall be deducted at source from the AMC amount payable. Service tax, as applicable at the time of billing, will be paid along with AMC charges. The First Party shall, however, have the right to ask for submission of proofs in respect of the Service Tax payments made by the Second Party either at the time of release of payment for the relevant quarter or in the subsequent quarter.
- 10.8 The Second Party shall maintain proper inventory of various systems provided and/ or maintained by them at locations of the First Party. A copy of such Inventory under AMC reflecting the hardware cost and the Quarterly Maintenance charges payable to the Second Party shall be submitted by the Second Party along with the Invoice. This will be subject to verification by the First Party.

11. Annual Maintenance Fees

- 11.1 The Annual Maintenance Fees shall be payable by the First Party to the Second Party at the rates given in **Annexure C**.

12. Price Fall

- 12.1 The Annual Maintenance Fees payable to the Second Party by the First Party under this Contract shall not in any event, whatsoever, exceed the charges for the similar contract entered into by the Second Party with any other Third Party during the currency of the Contract.
- 12.2 If at any time during the said period, the Second Party reduces the maintenance charges or offers to maintain similar goods for any person/organisation including the First Party or any department of State or Central Govt. or any department. of a State Govt. or statutory undertaking of the Central or State Govt., as the case may be, at a rate lower than the rates chargeable under this contract, the Second Party shall forthwith notify such reduction of maintenance charges or offer to maintain the Goods and the price payable under the contract for the maintenance of Goods after the date of coming into force of such reduction the offer for maintenance shall stand correspondingly reduced.

13. Contract Amendments

- 13.1 Subject to **Clause 15**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

14. Assignment

- 14.1 The Second Party shall not assign, in whole or in part, its obligations to perform under the Contract, except with the First Party's prior written consent. The permission, if any, of the First Party has to be taken within 15 days of award of the contract.

15. Sub-Contracts

- 15.1 The Second Party shall not be allowed to sub-contract any obligations of the Second Party as contained in this Contract. It is clarified that the Second Party shall remain liable and responsible for any/ all acts, omissions or defaults committed by its team/ employees/ service engineers, and shall indemnify the First Party in respect thereof.

16. Delays in Second Party's Performance

- 16.1 Performance of Maintenance Services shall be made by the Second Party in accordance with the provisions in this contract.
- 16.2 An unexcused delay by the Second Party in the performance of its obligations shall render the Second Party liable to Termination of the Contract for default only when the second party is not able to cure the breach within thirty (30) days from the date of such notification by the first party.
- 16.3 If at any time during performance of the Contract, the Second Party should encounter conditions impeding timely performance of services, the Second Party shall promptly notify the First Party in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Second Party's notice, the First Party shall evaluate the situation and may at its discretion extend the Second Party's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

17. Termination for Default

- 17.1 The First Party may, without prejudice to any other remedy for breach of contract, by a written notice of default sent to the Second Party, terminate the Contract in whole or in part :
- (a) If the second party fails to Perform the Services within the time period(s) specified in the Contract, or any extension thereof granted by the First Party pursuant to **Clause 16**; or
 - (b) If the second party fails to perform it's any other obligation(s) under the contract.
 - (c) The first party shall pay to Second Party for all the delivered goods (including spare parts) and rendered services till the date of termination.

18. Force Majeure

- 18.1 Notwithstanding the provisions of **Clauses 16 and 17**, the Second Party shall not be liable for termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 18.2 For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Second Party and not involving the Second Party and not involving the Second Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Second Party either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and embargoes.
- 18.3 If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First Party in writing, the Second Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

- 19.1 The First Party may at any time terminate the Contract by giving written notice to the Second Party, without compensation to the Second Party, if the Second Party becomes bankrupt or otherwise, insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the First Party.

20. Termination for Convenience

- 20.1 The First Party may, by a prior written notice of not less than forty five (45) days, send to the Second Party, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the First Party's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The first party shall pay to the second party for all the delivered goods (including spare parts) and rendered services till the date of termination.

21. Arbitration

- 21.1 The First Party and the Second party shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after Thirty (30) days from the commencement of such informal negotiations, The First Party and the Second Party have been unable to resolve amicably a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanism specified in **Clauses 21.3, 21.4, and 21.5.**
- 21.3 In the case of a dispute or difference arising between the First Party and the Second Party relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the First Party and the other to be nominated by the Second Party or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.
- 21.4 The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- 21.5 The venue of arbitration shall be the Delhi, India.

22. Governing Language

- 22.1 The Contract shall be written in English. Subject to **Clause 23**, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

23. Applicable Law

- 23.1 The Contract shall be interpreted in accordance with the Indian laws.

24. Notices

- 24.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email or fax and confirmed in writing to the address specified for that purpose in the contract.
- 24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. Limitation of Second Party's Liability towards the First Party

- 25.1 Except in case of gross negligence or wilful misconduct on the part of the Second Party or its Team/ representatives/ employees etc. acting on behalf of the Second Party in executing the work or in carrying out its/ their obligations under this contract, the Second Party, with respect to damage caused by the Second Party or its Team/

representatives/ employees etc. to the property and/or assets of the First Party, shall not be liable to the Purchaser:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the Second Party may be entitled to receive from any insurance maintained by the Second Party to cover such a liability, whichever of (A) or (B) is higher.

25.2 This limitation of liability shall not affect the Second Party liability, if any, for damage to Third Parties caused by the Second Party or its Team/ representatives/ employees acting on behalf of the Second Party in executing the work or in carrying out the Services/ obligations under the Contract.

25.3 The Second Party's liabilities shall not be limited if the loss/ damage is caused by Negligence/ gross negligence; Misconduct/ intentional misconduct; Breach of essential terms of the Contract; or Fraud attributable to the Second Party and/ or its Team/ representatives/ employees.

25.4 The allocation of risk herein is an essential element of the bargain between the parties, without which the parties would not have entered into this agreement.

26. Deductions

26.1 Payments, as envisaged in **Clause 10**, shall be subject to deductions of any amount pursuant to **Clause 28.2 to 28.5**, for which the Second Party is liable under the agreement against this contract.

27. Miscellaneous

27.1 In the event of any damage to the First Party's property or personal injury to the First Party/Second Party's personnel due to the negligence of the Second Party's employees, the responsibility shall solely rest upon with the Second Party.

27.2 The First Party shall:

- a) Ensure that the site(s) and the environmental conditions such as Power Conditioning equipment are upto the standard as required by the Second Party. The Second Party shall certify the fitness of the site(s) and the environmental conditions before the commencement of the Annual Maintenance Contract.
- b) Ensure that the Service Engineers of the Second Party have full access to the Goods covered under this Annual Maintenance Contract to enable the Second Party to provide the maintenance services, make available to the Service Engineers of the Second Party appropriate technical manpower of the first party who are familiar with the Goods and their working. The First Party shall also provide suitable working space, infra-structural facilities such as safe storage for the maintenance of Goods and spares at no extra cost to the Second Party.
- c) Ensure that a current and usable backup of its data is kept before handing over the Goods to the Service Engineer of the Second Party. The Second Party shall not be responsible for the data loss while servicing the Goods or otherwise.

- d) Pay to the Second Party for any repairs, adjustments, replacements or efforts due to damage caused to the Goods on account of the following:
 - i) Use of unapproved supplies, spares or accessories and consumables. The Second Party shall provide to the First Party a list of such items conforming to their standards before the commencement of this Contract. The First party shall, if required, procure such items of mutually agreed standards.
 - ii) Negligence on part of the users of Goods of the First Party.

27.3 The Second Party shall have to hand over the system in 100% working condition in the event of termination or at the expiry of the Contract. Any Breakdown call that has been reported before the termination of the Contract shall have to be attended and resolved by the Second Party before handing over the systems to the First Party. All costs in this regard shall be borne by the Second Party

27.4 The First Party reserves the right to make amendments to the text of the contract or extend or reduce the validity of this contract.

27.5 All the tools, test equipment and fixtures etc., if any required for the on-site comprehensive maintenance of equipment, shall be provided by the Second Party.

28. Service Level Agreement (SLA)

28.1 The Goods should be maintained in 100% perfect working condition.

28.2 The Second Party shall rectify the fault (s) relating to equipment within 6 hours from the time of lodgement of complaint. In default thereof, the First Party shall have the right to impose liquidated damages, at the rate of 2% per day of the defaulted services or uncompleted works of the relevant equipment till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent half yearly AMC amount.

28.3 In case, any of the goods is down for more than 72 hours continuously and the Second Party fails to rectify the fault (s) even after 72 hours, the First Party shall have the right to impose liquidated damages, at the rate of 4 % per day of the defaulted services or uncompleted works of the relevant equipment, for the entire period the equipments were down, till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent half yearly AMC amount.

In addition, if any of the goods is down for more than 72 hours continuously, at any of the site of the First Party, the Second Party shall provide a compatible back-up unit with similar configuration at its own cost in the same place or at a place nearest to the site of First Party. If the Second Party fails to provide such back-up unit(s), as required by the First Party, the First Party shall have the right to hire the required goods from a Third Party and in that case the cost of hiring shall not exceed 10% of the differential cost when it directly attributable to the Second Party. Also the Second Party shall ensure that the Goods shall not remain down for more than 15 days continuously.

28.4 If, however, the Goods remain down for more than 15 days continuously due to goods malfunctions, then, in addition to the measures mentioned in **Clauses 28.2 and 28.3** above and **28.5** below, the First Party shall have the right to impose liquidated damages, at the rate of 5 % per day of the AMC value of the relevant equipment, for the entire period for which the Goods is/ are down, deductible from the Annual

Maintenance Fees payable to the Second Party for the relevant quarter/ subsequent quarter.

- 28.5 The liquidated damages, imposed in accordance with Clauses 28.2, 28.3 and 28.4 shall, however, not exceed 10% of the defaulted services or uncompleted services only when it is directly attributable to the Second Party.
- 28.6 If any of the goods **has hardware failure on four or more occasions** in a quarter, it **shall be replaced on immediate basis within 7 days after the last failure by the Second Party at no cost to the First Party.**
- 28.7 The First Party reserves the right to recover the liquidated damages in accordance with **Clauses 28.2, 28.3 and 28.4**, from any of the quarterly payment due to the Second Party.

29. Partial/ Full damage to Hardware

- (i) If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by the First Party personnel or the damage by external factors, First Party would bear the cost of the parts damaged but the onus of proving this will be on the Second Party. However, the Second Party shall be required to provide immediately the hardware/ solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- (ii) In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control of First Party, like Theft, Fire etc, the Second Party should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- (iii) In case of **damage of hardware due to flood/fire/power fluctuation** which is not attributable to the Second Party, and also when the **repairing is on chargeable** basis, Second Party should provide stand by machine immediately and should give a report within 2 days of intimation of breakdown regarding the component/hardware to be repaired on chargeable basis or damaged permanently. If the Second Party has not submitted the report within 2 days, additional Liquidated Damages will be charged as per following table:

Liquidated Damages for non-submission of report for breakdown as defined in Clause 29 (iii) above	
Non-submission of Report from 2-5 days	5,000/- per day
Non-submission of Report beyond 5 days	10,000/- per day & the rent on standby machine will cease. The rent will start after the submission of report.

- (iv) Also AMC for the Lost/Damaged equipment shall cease immediately after the submission of the report by the Service Engineer of the Second Party declaring the machine as irreparable as defined in (vi) above.

30. Access of Service Engineers to the machines

- (i) Service Engineers/ Representatives of the Second Party shall invariably carry their identity cards with them, without which they shall not be allowed to access any Hardware of the First Party.
- (ii) Service Engineers of the Second Party shall have access to the Computer Systems/ Peripherals only after obtaining prior clearance from First Party's authorized officials. No component of the System/ Data/ Log information shall be taken out of First Party's location without prior clearance from First Party's authorized Officials. No component of the System/ data/ log information shall be taken out of First Party's premises without clearance from First Party's authorized Officials.
- (iii) During the AMC period, the Second Party/ Second Party's engineers may have access to confidential information of the First Party for the purpose of resolving any issue covered by this Contract. The Second Party or its engineers shall not disclose at any point of time to any other person/ third party the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the Second Party may use the information only for serving First Party's interest and restrict disclosure of information solely to those employees of Second Party having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of Second Party under this agreement and require such employees to maintain these obligations. Violation of this shall lead to legal action, recovery of damages of the Second Party.

31. Point of Contact/ Regular meetings

- 31.1 The Second Party shall nominate a specific person as the single point of contact. The Second Party shall submit the name and contact details, including address, telephone number, mobile number, FAX number/email address of this contact person and the service engineers at each of the locations of the First Party. In addition to single point of contact, the Second Party shall also provide an escalation matrix upto three levels, for each location of First Party, mentioning names, designation and contact details of the officials concerned to whom calls should be escalated.

32. Stocking of Spares/ Immediate replacement of faulty parts/ equipment

- (i) The Second Party shall ensure that sufficient spares are stocked to meet the SLAs.
- (ii) Whenever any complaint for the parts/components of the Hardware is logged by the First Party, the service engineer of the Second Party who attends to the complaint must invariably carry a spare of such part of the Hardware and should replace the same immediately, if required.
- (iii) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which is compatible with the system, subject to the prior approval of the First Party for the higher configuration.

33. Technical Support

- (i) The Second Party shall have to extend technical support whenever required and suggest changes or carry out improvements in system features and software configuration changes, if necessary, with the approval of the First Party.
- (ii) In the process of providing technical support, if required, the Second Party may have to carry out joint resolution of problems with the respective OEM. Accordingly, the Second Party along with all the associated OEMs shall commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of First Party.
- (iii) The Second Party will be required to install any Open Source software/ Drivers etc. free of cost as and when required by the First Party.
- (iv) Any problem relating to the Pre-loaded Operating System shall be attended to by the Second Party and reloading of such software shall be done by the Second Party wherever required, without any extra cost to the First Party.

34. Repair outside the Site of the First Party

- (i) Whenever any Hardware equipment/ component is taken out of the First Party site for repair, the same hardware equipment/ component has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment/ component is taken out of any of the First Party's Office for repair, such shifting should be done with the prior permission of the Authorized official of the First Party, and the Second Party shall make all arrangements for removal of the hardware equipment/ component, its transportation to the workshop and back to First Party's site and its reinstallation. Insurance of such hardware equipment/ component also has to be arranged by the Second Party and all expenses for the above shall be borne by the Second Party. The Second Party shall hand over the systems in 100% working condition after repair/ maintenance/ rectification.
- (ii) Any Hardware equipment taken out of the First Party site for repair should be returned within 30 days duly repaired. When any hardware item is taken out for repair and is not returned duly repaired, within 30 days, breakdown will be charged for number of days in excess of 30 days, in spite of provision of standby equipment by the Second Party.
- (iii) Whenever any Hardware equipment is taken out of the First Party site for repair, Second Party shall reinstall the same machine after repair unless it is declared to be irreparable and report submitted as stated in **Clause 29 (v)**.

Particulars of Goods

Ref Sr No. of Annexure 'C' (1)	Product/Part No. (2)	Product/Part Description (3)
	Cisco ASR 1006	Internet Router
	Cisco catalyst 4948	Access Switch
	Cisco catalyst 3750	Uplinking Switch

Annual Maintenance Charges

S.No.	Item Description	Total NOC, Delhi, Hqrs.	AMC cost per unit excluding of Taxes (in Rs)	Service Tax @ 12.36% of per Unit cost	Total AMC cost per Unit inclusive of Taxes (in Rs) (6)=(4)+(5)	Total AMC cost inclusive of Taxes @ 12.36%(in Rs) (7)=(3)*(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Internet Router (Cisco ASR 1006)					
2	Access Switch (Cisco catalyst 4948)					
3	Uplinking Switch (Cisco catalyst 3750)					
			Total AMC Cost for 1 (One) Year			

List of Site(s)

- 1 Unique Identification Authority of India (UIDAI),
9th Floor, Tower I,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

FORMAT OF PREVENTIVE MAINTENANCE REPORT(s)

Site Address:

Date of Preventive Maintenance:

Preventive Maintenance Activities carried out

S.No.	Item Part No. / S. No.	Item Description	Preventive Maintenance Activities carried out										Remarks
			Checked Power input to the equipment	Result	Checked Earthing for leakages	Result	Cleaning of Equipment using Isopropyl Alcohol	Result	Checked Hard Disk Drive for bad blocks and lost clusters	Result	Run Hardware Diagnostics	Result	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)					

* The activities indicated under columns 4 to 8 are indicative only. Please type the appropriate heading for the activity actually carried out. Also, if required, insert additional rows/ columns in respect of each item.

Signature of the Engineer of the Second Party

Signature :
Name :
Designation :
Date :
Office Seal :

Signature of the Authorised Official of the First Party

Signature :
Name :
Designation :
Date :
Office Seal :

FORMAT OF CALL REPORT/ DOWNTIME REPORTS For QUARTERLY PERIOD _____ TO _____

Site Address:

S.No.	Item Part No./ S. No.	Item Description	Nature of Problem	Date and Time of Lodgement of Complaint		Date and Time of Engineer Reported		Date and Time of Handing Over of the Item after repair by the Engineer		Total Down Time {(7) - (5) - Allowable Time}
				Date	Time	Date	Time	Date	Time	
(1)	(2)	(3)	(4)	(5)		(6)		(7)		(8)
Total Down Time during the quarter in hours										

* If required, insert additional rows/ columns in respect of each item.

Signature of the Engineer of the Second Party

Signature :
 Name :
 Designation:
 Date :

Office Seal :

Signature of the Authorised Official of the First Party

Signature :
 Name :
 Designation :
 Date :

Office Seal :

FORMULA FOR CALCULATION OF DOWNTIME

	FROM	TO
1. PRIME TIME (as per contract)	0900 hrs	1800 hrs

	Total 0900 hrs per day	

* Equipment Total Time = No. of days in a quarter (period) x Prime time

2. *Equipment Up Time = *Equipment Total Time - Total down time (Total Down Time during the quarter in hours as per **Annexure F**)

3. % of efficiency = *Equipment Up time x 100 / *Equipment Total Time

***Please specify the name, product type and S.No. of the equipment.**

**Signature of the Engineer of
the Second Party**

**Signature of the Authorised Official
of the First Party**

Signature :
Name :
Designation :
Date :

Signature :
Name :
Designation :
Date :

Office Seal :

Office Seal :

PERFORMANCE BANK GUARANTEE**(To be stamped in accordance with Stamp Act)****The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India
 Planning Commission , Government of India
 3rd Floor, Tower II, Jeevan Bharti Building,
 Connaught Circus, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Planning Commission, Government of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

- (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
- (2) This Bank Guarantee will be valid upto; and
- (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)

(Signature)

.....
(Name)

(Name)

.....
(Official Address)

(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Dated.....

Non-Disclosure Declaration

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No. covering **“AMC for Internet Router and Switches installed at UIDAI Hqrs”** (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 9th Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:
(BIDDER)

Authorised Signatory
Name:
Designation:

Office Seal:
Place:
Date :