



Unique Identification Authority of India (UIDAI)
Planning Commission, Government of India

REQUEST FOR PROPOSAL (RFP)

**“Hiring of Services for design and implementation of the GRC
Framework and providing Performance Assurance Services for
UIDAI”**

**Section III- Draft General
Conditions of Contract**

Section III – Draft General Conditions of Contract

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1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1 “Appendix”: means an Appendix attached to this Contract/Agreement and made a part hereof.
- 1.2 “Arbitral Tribunal”: means a panel of three Arbitrators who have been appointed/ nominated as per the terms laid down in Clause 24.
- 1.3 “Clause”: means a clause of this Contract and the term "Clauses" means more than one clause.
- 1.4
 - a. “Calendar Day”: means any day of the calendar month.
 - b. “Working Day”: means days of the calendar month excluding Sundays or designated government holidays i.e. gazette holidays.
 - c. “Calendar Month”: means any of the twelve months of the Calendar Year.
- 1.5 "Calendar Year": means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty-first day of December.
- 1.6 ‘Condition Precedent’: means all such conditions that are a pre requisite for the contract to be entered into and shall collectively mean the UIDAI conditions precedent, the GRCP-SP conditions precedent and the common conditions precedent.
- 1.7 "Contract": means this agreement and the Appendices / Annexures attached hereto and made a part hereof and any amendments made thereto.
- 1.8 "Contract Term": means a period of Seven and a half (7.5) years consecutive calendar years counted from the Effective Date, subject to extension of 3 years based on the sole discretion of the Purchaser as per the terms on Clause 21.
- 1.9 “Dispute”: means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
- 1.10 “Expiry date”: means the date on which the terms of the contract which is for a period of seven and a half (7.5) years comes to an end.
- 1.11 “Force Majeure”: means events that find mention/ have been described as per the terms of Clause 28.
- 1.12 “Government Authorities”: means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof.
- 1.13 “GRCP-SP” means the Governance Risk Compliance and Performance Assurance Services Provider and is the selected Single Bidder/ Prime Bidder with consortium partners whose bid has been accepted by the Purchaser and with whom the purchase order for designing, implementing, testing, commissioning, operating, periodic assessment, 24*7 monitoring, forensics, fraud analytics and maintenance of governance, risk, and compliance framework w.r.t. information

- risk management and providing performance assurance services has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the -GRCP-SP's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 1.14 "Intellectual property" shall mean all intellectual property related to the Assets of either the Purchaser or the -GRCP-SP and the project, including without limitation:
- i. any and all rights, privileges and priorities arising under the laws or treaties of India, any state, territory, any other country, relating to intellectual property, including patents, copyrights, trade names, trademarks, designs, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress, technology, know-how, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened Infringement by any person relating to the foregoing;
 - ii. all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items and
 - iii. all cost information and related data, customer lists, registrars records, customer and vendor data, correspondence and lists, project literature, artwork, architectural design, development and manufacturing files, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents
- 1.15 "Regulatory Authority": the UIDAI shall act as a regulatory authority for the purpose of this contract as per the terms of the Draft National Identification Authority Of India Bill 2010
- 1.16 "Resident": As defined in the Draft National Identification Authority Of India Bill 2010.
- 1.17 "Default" means:
- (i) a breach, default or violation,
 - (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or
 - (iii) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, renegotiation or acceleration or a right to receive damages or a payment of penalties.

- 1.18 ‘Transition’ means any event/series of activities with prior written approval from UIDAI which results in transfer of any/all data/ knowledge/ operations/ processes/ documentation/ assets/ personnel/tools and associated licenses, etc from the GRCP-SP to any third party who is assigned the present contract/to the UIDAI.
- 1.19 ‘Optional services’ means the services that the GRCP-SP shall provide only after a written notice requesting for the same is given by the purchaser.
- 1.20 ‘Benchmarking ‘ is any set of activities by which the capabilities of a certain technology solution is compared or evaluated against a defined set of factors/parameters/any other technology solution for the purpose of comparison, purchase or any other purpose as deemed appropriate by the purchaser.
- 1.21 “UIDAI” means the Unique Identification Authority of India or any other representative authorized by the Unique Identification Authority of India.
- 1.22 “The Purchaser” means the President of India acting through the Director General, Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI).
- 1.23 “Purchase Officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 1.24 “Purchaser’s Representative/Project Coordinator” means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision and project management.
- 1.25 “Datacenter Sites” means the Primary and BCP site of the CIDR including their respective Data Centre space, Communications Room and Non-Data Centre space wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this Tender / Contract. Each individually referred to as Datacenter Site and collectively as Datacenter Sites.
- 1.26 “OEM” means the Original Equipment Manufacturer of any equipment / system / software / product whose goods shall be provided by the GRCP-SP to the Purchaser under the scope of this Tender / Contract.
- 1.27 “GRCP-GRCP-SP’s Team” means the successful Single Bidder/ Prime Bidder along with its consortium partner(s)(if any), who have to provide goods & services to the Purchaser under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of the authorized service providers/consortium partners and representatives or other personnel employed or engaged either directly or indirectly by the GRCP-SP for the purposes of this Tender / Contract.
- 1.28 “-GRCP-SP’s Representative/Project Coordinator” means the person or the persons appointed by the GRCP-SP from time to time to act on its behalf for overall co-ordination, supervision and project management.
- 1.29 “Parties” means the Purchaser and the GRCP-SP including consortium partner(s), if any and “Party” means either of the Parties.

- 1.30 “Contract” means the Agreement entered into between the GRCP-SP together with the Purchaser as recorded in the Contract form signed by the Purchaser and the GRCP-SP including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 1.31 “Acceptance of Tender” means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.
- 1.32 “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by UIDAI).
- 1.33 “Confidential Information” is all such information as defined under Clause 17.1.
- 1.34 “Goods” means all of the equipment, units, systems, sub-systems, hardware, software, products accessories and/or other material / items which the GRCP-SP is required to supply, install, configure, re-configure, assemble, commission, de-commission and maintain under the contract to achieve the objectives of setting up of the STARMC and Forensics Lab and for successful delivery of design and implementation of the GRC Framework and providing Performance Assurance Services.
- 1.35 “Services” means all designing, implementing, testing, commissioning, operating, periodic assessment, 24*7 monitoring, forensics, fraud analytics and maintenance of governance, risk, and compliance framework w.r.t. information risk management and providing performance assurance services that are required to be provided by GRCP-SP as per the scope of work outlined in Section V of this RFP
- 1.36 “Service Specification” means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications affecting the work or any additional specification required to be produced by the GRCP-SP to meet the design criteria.
- 1.37 “System” means all of the goods under the scope of this contract together as an integrated solution.
- 1.38 “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- 1.39 “Effective Date” means the date on which this Contract is signed and executed by the parties hereto.
- 1.40 “The Contract Value” means the price payable to the GRCP-SP under this Contract for the full and proper performance of its contractual obligations.
- 1.41 “Notice” means:
- 1.41.1 an information, announcement, message, notification, warning etc. which is in writing; or

- 1.41.2 a consent, approval or other communication required to be in writing under this Contract.
- 1.42 “Purchaser’s Project” means all the obligations of the GRCP-SP specified under Section V of this RFP, which collectively secures the objectives of the Purchaser in design and implementation of the GRC Framework and providing Performance Assurance Services.

2 Interpretation

- 2.1 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, assigned or novated 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.

3 Conditions Precedent

3.1 This Contract is subject to the fulfilment of the following conditions precedent to be satisfied by the GRCP-SP.

- (i) Furnishing by the GRCP-SP, an unconditional, irrevocable and continuing Bank Guarantee **towards contract performance** for a sum of ____/- vide Bank Guarantee Number _____ dated _____ drawn on _____ (**10% of the Value of the Contract**), in a form and manner specified in Attachment 1 of this Contract and acceptable to the Purchaser and which would remain valid until such time and will be renewable from time to time as stipulated by the Purchaser.
- (ii) Execution of a Deed of Indemnity in terms of Clause 15 of this Contract.
- (iii) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract from time to time. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for GRCP-SP
- (iv) Where the designated GRCP-SP is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Purchaser may specify (on account of the GRCP-SP's failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such GRCP-SP having furnished an unconditional, irrevocable and continuing guarantee of an amount equivalent to ____/- on behalf of the GRCP-SP in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser.
- (v) Furnish notarized copies of any/all consortium(s) duly executed by the GRCP-SP and its consortiums existing at the time of signing of this contract in relation to the Purchaser's project.

- (vi) Furnishing of such other documents as the Purchaser may specify/demand
- 3.2 The Purchaser reserves the right to waive any or all of the conditions specified in Clause 3.1 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.
- 3.3 In the event that any of the conditions set forth in Clause 3.1 hereinabove are not fulfilled within 3 months from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the Purchaser may terminate this Contract.

4 Scope of work

- 4.1 Scope of Work shall be as defined and specified in Terms of Reference [Section V (along with its Annexures)] of this contract.
- 4.2 The Duration of the project shall be
 - i. Design and Implementation Phase – Duration of this phase shall be 24 weeks from the date of contract signing and this phase shall end with the ‘Go-Live’ of the STARMC including Forensics Lab and
 - ii. Operations Phase: Duration of this phase shall be 7 years from the ‘Go-Live’ date
- 4.3 The GRCP-SP is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter ‘scope of work’).

5 Key Performance Measurements

Unless specified by the Purchaser to the contrary, the GRCP-SP shall deliver the goods, perform the Services and carry out the obligations & scope of work in accordance with the terms of the Tender / this contract, Scope of Work and the Service Specifications as laid down under Implementation Schedules and Service Level Agreement to General Conditions of Contract.

6 Commencement and progress

- 6.1 The GRCP-SP shall subject to the fulfilment of the conditions precedent set out in Clause 3 above, commence the performance of its obligations in a manner as specified in the (Section V) Scope of Work and Service Specifications.
- 6.2 The GRCP-SP shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 6.3 The GRCP-SP shall be responsible for and shall ensure that all activities / services are performed in accordance with the Tender / this Contract, Scope of Work and Service Specifications and that the GRCP-SP’s Team complies with

such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

- 6.4 The GRCP-SP shall perform the activities / services and carry out its obligations under the tender / this Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The GRCP-SP shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.
- 6.5 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and where no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the Goods shall be made by the GRCP-SP in accordance with the terms specified by the Purchaser in its Notification of Award / Purchase Order.
- 6.6 The Services rendered under this Contract shall at all times conform to the service levels specified in Section III A Service Level Agreements and latest versions of industry standards such as CMMI Level III, ITIL V3, ISO 27001 etc. among others.

7 Consortium

- 7.1 Any part of the scope of work as outlined in Section V which is provided by a consortium partner(s) shall in no manner whatsoever relieve the Prime Bidder of its obligations and/ or liabilities, in respect of the services/ obligations, under this Contract. It is clarified that the GRCP-SP shall remain liable and responsible for any/ all acts, omissions or defaults of the consortium partner (s), and shall indemnify the Purchaser in respect thereof.
- 7.2 The Prime bidder of the consortium shall be the sole point of interface between the Purchaser and each of the consortium members in all matters relating to the GRCP-SP Contract.
- 7.3 The Prime bidder shall be solely and absolutely accountable/ responsible for the performance of all obligations/ scope of work of the GRCP-SP and consortium partners, and, the Purchaser, unless it deems necessary shall deal only with the Prime Bidder.

The above clause does not redeem the consortium partner of their performance responsibilities and obligations as per this contract. UIDAI shall reserve the right

to penalize/ take appropriate legal action against any consortium partner w.r.t their contractual obligations.

- 7.4 All consortium members should have a Registered office in India before signing of the Contract.
- 7.5 The number of Consortium members, including the Prime Bidder (GRCP-SP) cannot exceed 3 (Three).
- 7.6 If the GRCP-SP desires to terminate the consortium contract/ arrangement with any member of the Consortium for reasons of performance of Services thereunder, it shall make a request for consideration of the same by giving notice for at least 6 months to the Purchaser.

UIDAI reserves the right to either cancel the contract or allow the GRCP-SP to form a consortium with an equally or better qualified company for providing services as part of the contract. If UIDAI decides to cancel the contract, the GRCP-SP shall ensure the smooth continuation of Services till UIDAI finds a suitable replacement at no additional charge.

If UIDAI allows the GRCP-SP to form a consortium with a new company for providing the services, the GRCP-SP shall transition from the existing consortium member to the new consortium member and shall ensure smooth continuation of services at no additional charge.

- 7.7 The GRCP-SP expressly represents that neither the Prime Bidder nor any of its consortium members are involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under the consortium agreement. The GRCP-SP further represents that none of the consortium members have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage, during the Contract term any suppression/ falsification of such information comes to the notice/ is brought to the notice/ knowledge of the Purchaser, the Purchaser shall have the right to terminate the Contract, without any compensation to the GRCP-SP apart from taking any other appropriate remedy available to the Purchaser under any applicable law.

8 GRCP-SP's obligations

- 8.1 **GRCP-SP's scope of work:** The GRCP-SP's obligations shall cover all areas of the scope of work that are classified under the heads of designing and implementation of the GRC Framework and providing Performance Assurance Services. It will be the GRCP-SP's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

- 8.2 Staffing and GRCP-SP's team:** GRCP-SP shall adhere to all the requirements for GRCP-SP's team and staffing as outlined in Section V of the RFP. GRCP-SP shall ensure that the GRCP-SP's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. GRCP-SP shall ensure that the Services are performed through the efforts of the GRCP-SP's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the GRCP-SP from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the GRCP-SP shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 8.3 Commitment of CEO/MD's time:** GRCP-SP/Prime Bidder should commit a definite amount of time of their CEO/MD for participation in steering committee and other key review meetings and for management of the assignment as per the needs and intimation provided by Purchaser.
- 8.4 Assistance to UID Ecosystem partners:** GRCP-SP shall work closely with all key UID ecosystem partners including but not limited to MSP, BSP, Registrars, Sub-Registrars, Aadhaar Sampark Kendra, Enrolment Agencies, ASA, AUA, Training agencies and other agencies and entities as may be appointed by UIDAI from time to time for delivery of services
- 8.5 Transition:** At the time of termination or expiry of the GRCP-SP's contract, GRCP-SP shall be responsible for transition to any agency appointed by UIDAI. The scope of activities for transition, at a minimum, as outlined in Section V of the RFP
- 8.6 Project management:** GRCP-SP shall be responsible for project management as outlined in scope of work in Section V of the RFP
- 8.7 GRCP-SP's representative:** The GRCP-SP's Representative/Project Coordinator (s) shall have all powers required for the execution of scope of work and performance of services under this contract. The GRCP-SP's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He/she will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/ material, procedures, performance, progress, reports and records pertaining to the works. He/she shall also have complete charge of the GRCP-SP's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He/she shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the Purchaser Locations. Such GRCP-SP's representative(s) shall be available to the

Purchaser's Representative at respective Purchaser location during the execution of works.

8.8 The GRCP-SP shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve risk management and security issues and facilitate as a primary owner resolution of the same. **Access to Installation Sites**

- (i) The GRCP SP shall be provided with access to UIDAI infrastructure/installations as may be necessary (including immediate) to perform its function as described in the scope of work and contract.
- (ii) At the respective Purchaser Location, the Purchaser's representative shall give to the GRCP-SP access to as much of the Purchaser Locations as may be necessary to enable the GRCP-SP to commence and proceed with the programme of work as described in the scope of work .

8.9 Start of Installation

- (i) Before commencement of installation at respective Purchaser Sites, GRCP-SP shall carry out proper planning and co-ordination with other vendors including Data centre Service Provider in order to prepare the installation plan and detailed design documents.
- (ii) The plan and design documents thus developed shall be submitted by the GRCP-SP for approval by Purchaser.
- (iii) After obtaining the approval from the Purchaser, GRCP-SP shall commence the installation.
- (iv) Prior to taking up installation of any major component of work, the GRCP-SP shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing.

8.10 Reporting Progress

- (i) GRCP-SP shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a **weekly basis**.
- (ii) Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- (iii) Periodic meetings shall be held between the representatives of the Purchaser and the GRCP-SP once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.

- (iv) GRCP-SP shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- (v) A high level **Steering Committee** comprising of representatives of the Purchaser and senior officials of the GRCP-SP shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
- (vi) GRCP-SP shall report to the Steering Committee constituted by UIDAI.
- (vii) All the goods, services and manpower to be provided / deployed by the GRCP-SP under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- (viii) The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the GRCP-SP shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.
- (ix) At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the GRCP-SP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the GRCP-SP undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include GRCP-SP's books of accounts.
- (x) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the GRCP-SP in writing.
- (xi) The GRCP-SP shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The GRCP-SP shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the GRCP-SP shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme

necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

- (xii) The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the GRCP-SP of any of his duties or responsibilities under the Contract.
- (xiii) In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, GRCP-SP shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the GRCP-SP within the contract value.

8.11 Knowledge of Data Center Site conditions

- (i) GRCP-SP shall be granted access to the Data Center Sites for inspection by the Purchaser before commencement of installation. The plan shall be drawn mutually at a later stage.

8.12 Programme of Work

- (i) Within 10 business days after the release of Purchase Order under this Contract or prior to kick-off meeting whichever is earlier, the GRCP-SP shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in Section V of the RFP and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the GRCP-SP shall conform to the requirements and timelines specified in the Contract. The Purchaser and the GRCP-SP shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the GRCP-SP intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the GRCP-SP of any of his duties or responsibilities under the Contract.
- (ii) However, if the GRCP-SP's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the GRCP-SP to develop/adhere such a work plan shall be to his account.

8.13 GRCP-SP's Organisation

- (i) The GRCP-SP shall supply to the Purchaser for its approval, within 10 business days after the release of Purchase Order under this Contract or

prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the GRCP-SP for execution of the work including the identities and Curriculum-Vitae of the additional personnel to be deployed apart from key personnel.

- (ii) The GRCP-SP should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed at the Purchaser Locations. If the same is however unavoidable, due to circumstances such as the resource leaving the GRCP-SP's organisation, GRCP-SP shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser. The GRCP-SP shall provide an equally or better qualified personnel as a replacement and with qualification and experience acceptable to the Purchaser.
- (iii) In case of replacement of any manpower resource, the GRCP-SP should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- (iv) All manpower resources deployed by the GRCP-SP for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire reporting time period at respective Purchaser Locations or any location designated by the Purchaser.
- (v) The GRCP-SP shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- (vi) The GRCP-SP shall provide and deploy, at the Purchaser Locations for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
- (vii) The Purchaser's Representative may at any time object to and require the GRCP-SP to remove forthwith from the Purchaser Locations any authorized representative or employee of the GRCP-SP or any person(s) of the GRCP-SP's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The GRCP-SP shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

- (viii) The Purchaser's Representative may at any time object to and request the GRCP-SP to remove from the Purchaser Locations any of GRCP-SP's authorized representative including any employee of the GRCP-SP or his team or any person(s) deployed by GRCP-SP or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The GRCP-SP shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- (ix) The Purchaser's Representative shall state to the GRCP-SP in writing his reasons for any request or requirement pursuant to this clause.
- (x) The GRCP-SP shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

8.14 Adherence to safety procedures, rules regulations and restriction

- (i) GRCP-SP's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and GRCP-SP's Team shall abide by these laws.
- (ii) Access to the Purchaser Locations shall be strictly restricted. No access to any person except the essential members of the GRCP-SP's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Purchaser Locations. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. GRCP-SP shall maintain a log of all activities carried out by each of its team personnel.
- (iii) The GRCP-SP shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. GRCP-SP's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
- (iv) The GRCP-SP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

8.15 Statutory Requirements:

During the tenure of this Contract nothing shall be done by the GRCP-SP or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment

thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

9 Contract administration

- 9.1 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- 9.2 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
- (i) exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
 - (ii) bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- 9.3 The GRCP-SP/ Prime Bidder along with its consortium partners shall be bound by all undertakings and representations made by the authorized representative of the GRCP-SP and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- 9.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the GRCP-SP. The GRCP-SP shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

10 Purchaser's Obligations

- 10.1 The Purchaser shall appoint a nodal officer/ board for monitoring the implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the GRCP-SP.
- 10.2 The Purchaser shall ensure that timely approval is provided to the GRCP-SP as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- 10.3 The Purchaser shall approve all such documents within 15 business days.
- 10.4 The Purchaser's Representative shall interface with the GRCP-SP, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various

- governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 10.5 Purchaser may provide on GRCP-SP's request, particulars/information/ or documentation that may be required by the GRCP-SP for proper planning and execution of work and for providing services covered under this contract and for which the GRCP-SP may have to coordinate with respective vendors.
- 10.6 As per the approved GRCP framework and implementation plan, Purchaser shall ensure all tools and technologies required for effective GRCP functioning shall be implemented/deployed/integrated as the case may be on to the UIDAI ecosystem partner's infrastructure.
- 10.7 Purchaser shall identify ecosystem partners and ensure their availability in terms of their time, personnel and access to the facilities for carrying out periodic GRCP audits and assessments.
- 10.8 In case of incident/fraud, Purchaser shall facilitate interactions with the law enforcement agencies, media and appropriate Government agencies.
- 10.9 Purchaser shall provide appropriate authority and powers to GRCP-SP for performing its role and scope as outlined in Section V of the RFP. This authority and power shall be communicated in writing by UIDAI Board so as to enable GRCP-SP to respond to and facilitate closure of various incidents/fraud.
- 10.10 Purchaser shall provide to the GRCP-SP, space for the GRCP-SP personnel at STARMC site and Purchaser Location as decided by the Purchaser. .
- 10.11 Purchaser reserves its right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

11 Payments

- 11.1 Purchaser shall make payments to the GRCP-SP only at the times and in the manner set out in the Payment schedule as specified in this contract (Refer to Clause 44) subject to the fulfilment of the GRCP-SPs obligations herein. Purchaser will make all efforts to make payments to the GRCP-SP within 30 days of receipt of full and complete invoice(s) (ready for payment) along with all necessary supporting documents.
- 11.2 Purchaser shall make all payments under this Contract, as set out in the Payment clause to the GRCP-SP only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the GRCP-SP/ Prime Bidder's consortium partners or any other member of GRCP-SP's Team in any way connected with the discharge of the GRCP-SP's obligation under the Contract and in any manner whatsoever. The

GRCP-SP shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.

- 11.3 All payments agreed to be made by Purchaser to the GRCP-SP in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
- 11.4 Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under to Clause 44 against value of contract. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract tax, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- 11.5 In case of change in taxes under change in law, appropriate parties shall pass the benefit, if any, of the same over and above the contract value to the other party.
- 11.6 No invoice for extra work/ change order on account of change order will be submitted by the GRCP-SP unless the said extra work / change order has been authorized/ approved by the Purchaser in writing in accordance with Clause 34 on Change order.
- 11.7 In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the GRCP-SP or any other amount is due from the GRCP-SP to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the GRCP-SP or deduct such amount from any payment falling due to the GRCP-SP. The details of such recovery, if any, will be intimated to the GRCP-SP. The GRCP-SP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the GRCP-SP.
- 11.8 **Deductions:**
- (i) Purchaser shall be at liberty to deduct such amounts form the invoices raised by the GRCP-SP as calculated by application of the provisions for liquidated damages as specified in Section III – A Service Level Agreements.
 - (ii) All payments to the GRCP-SP shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the GRCP-SP is liable, the same shall be deducted by Purchaser from any dues to the GRCP-SP. All payments to the GRCP-SP shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the GRCP-SP on chargeable basis.

11.9 Duties, Taxes and Statutory levies:

- (i) The GRCP-SP shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants or any other member of GRCP-SP's Team, on account of payments received under this Contract. The GRCP-SP shall bear all corporate taxes, levied or imposed on the GRCP-SP on account of payments received by it from the Purchaser for the work done under this Contract.
- (ii) The GRCP-SP shall bear all taxes, duties and statutory levies imposed on the GRCP-SP under the Contract including but not limited to Customs duty, Cess, Excise duty, Octroi, Service Tax, VAT on Goods and Works Contract and Income Tax or any amendment thereof, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the GRCP-SP to submit to the concerned government authorities the returns and all other connected documents required for this purpose. The GRCP-SP shall also provide the Purchaser such information, as it may be required in regard to the GRCP-SP's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Laws and the Purchaser shall promptly furnish to the GRCP-SP original certificates (Challans) for tax deduction at source and paid to the Tax Authorities
- (iii) If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
- (iv) Should the GRCP-SP fail to submit returns/pay taxes on time as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the GRCP-SP shall pay the same. GRCP-SP shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/GRCP-SP.
- (v) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the GRCP-SP at the rates in force, from the amount due to the GRCP-SP and pay to the concerned tax authority directly.

12 Intellectual Property Rights

- 12.1 Any / all Intellectual Property Rights owned by the GRCP-SP prior to the execution date and/ or applied for prior to the execution date ("herein after referred to as "pre-existing IPR") shall strictly vest with the GRCP-SP as the case

- maybe and the Purchaser shall have no right whatsoever on such Intellectual Property Rights.
- 12.2 Any/ All Intellectual Property Rights modified by the GRCP-SP) during the Contract Term, which is not related to work within this contract, shall also exclusively vest with the GRCP-SP.
- 12.3 Any / all Intellectual Property owned by the Purchaser prior to the execution date and/ or any Intellectual Property Right applied for prior to the execution date (“herein after referred to as “pre-existing IP”) shall strictly vest with the Purchaser and the GRCP-SP shall have no right whatsoever on such Intellectual Property.
- 12.4 After the execution date the Purchaser shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property that:
- (i) are newly created (including customizations) and developed by the GRCP-SP during execution of this Contract and/ or for the exclusive use of the Purchaser or primarily in connection with the Purchaser’s Assets;
 - (ii) was developed exclusively or primarily for the conduct of the Purchaser’s Project or in connection with the Purchaser’s Assets;
 - (iii) arose from funding by the Purchaser, or exclusively or primarily for the benefit of/ the conduct of, the Purchaser’s Project or in connection with the Purchaser’s Assets.
- 12.5 The GRCP-SP, shall grant non-exclusive, non-transferable, irrevocable licenses, to the Purchaser, for its project at Purchaser locations, to use their pre-existing IPRs and any foreground IPRs developed by them after the execution date, but not restricted to the term of this Contract.
- 12.6 If Purchaser desires, the GRCP-SP shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the GRCP-SP, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to the GRCP-SP for the purpose of execution of any of its obligations under the terms this Contract. All software licenses, tool licenses and hardware and hardware licenses shall be procured in the name of the Purchaser. Also, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall perpetually endure to the exclusive benefit of the Purchaser.
- 12.7 GRCP-SP shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ third party and GRCP-SP shall keep the Purchaser indemnified against all costs, expenses and liabilities. Howsoever, arising out of any illegal or unauthorized use (piracy) or misuse/ breach of terms of contract or in connection with any claim or proceedings

relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by GRCP-SP as per the terms of the indemnification clause.

12.8 Information Security

- (i) The GRCP-SP and Team/ representatives/ employees etc shall not carry any written/printed document, layout diagrams, Compact Discs, floppy diskettes, hard disk, storage tapes, and/ or any other storage devices media or any other goods /material either proprietary to Purchaser or otherwise, into/ out of Purchaser's Locations without prior written consent and written permission from the Purchaser.
- (ii) The GRCP-SP and Team/ representatives/ employees etc shall not under any circumstance whatsoever destroy any unwanted documents, defective tapes/ media present at the Purchaser's Locations on their own. All such documents, tapes/ media shall be handed over to the Purchaser.
- (iii) All documentation and media at the respective Purchaser's Locations shall be properly identified, labelled and numbered by the GRCP-SP. GRCP-SP shall keep track of all such items and provide a monthly summary report of these items to the Purchaser.
- (iv) The GRCP-SP and / Team/ representatives/ employees etc. shall follow the Purchaser's Information Security Policy. Access to Purchaser's data and systems, Email and Internet facility by the GRCP-SP and its Team/ representatives/ employees etc., at any of the Purchaser's Locations shall strictly be in accordance with the security and access policies set/ laid down by the Purchaser.
- (v) The GRCP-SP and its Team/ representatives/ employees etc. acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by the Purchaser pursuant to any license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Purchaser; and the GRCP-SP and its Team/ representatives/ employees etc., agree to use such information with all reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall under no circumstance be less than that used by the GRCP-SP to protect its own proprietary information. The GRCP-SP recognizes that the goodwill of Purchaser depends, among other things, upon the GRCP-SP keeping such proprietary information confidential and that unauthorized disclosure of the same by the GRCP-SP or its Team/ representatives/ employees etc. could damage the goodwill of Purchaser, and that by reason of the GRCP-SP's duties hereunder. The GRCP-SP may come into possession of such proprietary information, even though the GRCP-SP does not take any direct part in or furnish the services

performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The GRCP-SP shall use such information only for the purpose of performing the services under this contract.

- (vi) The GRCP-SP shall, upon termination of this agreement for any reason, or upon ending of the term of the contract or upon demand by the Purchaser, whichever is earliest, return any and all information provided to the GRCP-SP by the Purchaser or by any third party in connection with this Contract, including any copies or reproductions, both hardcopy and electronic.

13 Audit

The GRCP-SP shall keep and maintain until 10 years after the end of the Contract term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including all the Services supplied under it, all expenditure, and all payments made by the Purchaser. The GRCP-SP shall on request provide the Purchaser or the Purchaser's representative's access to all such records as may be requested by the Purchaser in connection with the Contract.

14 Ownership and Retention of Documents

All documents relating to the Purchaser's project shall be owned exclusively by the Purchaser. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the GRCP-SP shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the GRCP-SP in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The GRCP-SP shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

14.1 Ownership of Data

By virtue of this Contract, the GRCP-SP / GRCP-SP's Team may have access to personal information of the Purchaser and/or a third party or any resident. The Purchaser shall have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the resident that may be in the possession of the GRCP-SP or GRCP-SP's Team in the course of performing the Services under this Contract.

15 Indemnity

Pursuant to Clause 3.1 (ii), the GRCP-SP shall execute and furnish to the Purchaser, a Deed of Indemnity, as per the format prescribed in Attachment 2 in favour of the Purchaser, indemnifying the Purchaser from and against any costs/

losses/ damages/ expenses/ and/ or claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period.

16 Representations and Warranties

16.1 In order to induce the Purchaser to enter into this Contract, the GRCP-SP hereby represents and warrants as of the date hereof. The following representations and warranties shall survive the term and termination hereof:

- (i) The GRCP-SP is a private company limited by shares incorporated under the laws of India and has been properly constituted and is in continuous existence since incorporation. The GRCP-SP shall at all point of time, during the term of contract and during such extended period as the Purchaser may approve, maintain a registered office within the territory of INDIA.
- (ii) That the GRCP-SP along with its consortium partner(s) have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract.
- (iii) That the GRCP-SP are not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance of its obligations or delivery of Services under this Contract.
- (iv) That the representations and warranties made by the GRCP-SP in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and GRCP-SP shall fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the GRCP-SP shall be bound by all the terms of the Bid/Tender/Contract.
- (v) That the GRCP-SP and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and this Contract.
- (vi) That the GRCP-SP shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.
- (vii) That the GRCP-SP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any

copyrighted/ patented process/ product, as are specifically mentioned by the GRCP-SP in its Bid or agreed in writing by the GRCP-SP during the Contract term, free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto That the GRCP-SP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted/ patented process/ product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

- (viii) That the UIDAI shall provide all the necessary permissions and adequate approvals and licenses to GRCP-SP for use of various software, tools and any copyrighted/ patented process/ product as are already deployed by MSP and other ecosystem partners.
- (ix) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- (x) That the GRCP-SP has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.
- (xi) That all conditions precedent under the Contract have been satisfied.
- (xii) That neither the execution and delivery by the GRCP-SP / of the Contract nor the GRCP-SP's / compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the GRCP-SP, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the GRCP-SP is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the GRCP-SP.
- (xiii) That the GRCP-SP certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the GRCP-SP which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- (xiv) That the GRCP-SP confirms that there has not and shall not occur any execution, amendment or modification of any of its consortiums without the prior written consent/ approval of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

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- (xv) That the GRCP-SP owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the GRCP-SP on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- (xvi) That the GRCP-SP owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the GRCP-SP does not, so far as the GRCP-SP is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the GRCP-SP is aware, none of the Intellectual Property Rights owned or enjoyed by the GRCP-SP or which the GRCP-SP is licensed to use, which are material in the context of the GRCP-SP's business and operations for the performance of this contract are being infringed nor, so far as the GRCP-SP is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the GRCP-SP by any person. All Intellectual Property Rights (owned by the GRCP-SP or which the GRCP-SP is licensed to use) required by the GRCP-SP for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and the GRCP-SP shall keep the Purchaser indemnified in relation thereto.
- (xvii) That the GRCP-SP agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by GRCP-SP from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall performance and efficiency of the system.
- (xviii) That the GRCP-SP shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.
- (xix) If and when the system and/or components of the system are required to be relocated / shifted within the same Site or to a new Site, the GRCP-SP shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser. Associated cost for transportation, insurance and packing for relocation/shifting shall however be borne by the Purchaser. For any such relocation / shifting efforts beyond four such occurrences during

the contract period, extra charges shall be payable by the Purchaser at mutually agreed upon rates.

- (xx) No sum of money or no Payment in kind has been made or promised to be made or accepted by any person (s) or will be made or accepted by any person (s) or on its/ his/ her behalf by way of fees/ commission or in any other form whatsoever to induce the Purchaser to enter into this Contract or to keep the Contract in continuance or to settle the terms of the agreement/ contract.
- (xxi) GRCP-SP has not withheld any material information/ document from the Purchaser, the nondisclosure of which would have a material and adverse effect on the evaluation and/ or the acceptance of the terms of this Contract.

17 Confidentiality

17.1 Confidential Information

- (i) All information (whether written/ tangible or oral/ Intangible) furnished by the Purchaser or any third party to the GRCP-SP or GRCP-SP's Representatives/ employees/ agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by GRCP-SP or GRCP-SP's Representatives/ employees/ agents etc., in relation to information obtained by the GRCP-SP in connection to and under the purview of this Contract shall be considered Confidential Information.
- (ii) All information disclosed in writing or email or other tangible electronic storage medium, shall be clearly marked "Confidential" by the Purchaser.
- (iii) All confidential information disclosed orally or visually, shall be so indicated at the time of disclosure, and, will be reduced in writing by the Purchaser within ten (10) working days after such disclosure in compliance with the requirements of Clause 17.1 (ii) hereinabove.
- (iv) The term confidential information does not, however, include any information which:
 - a. was or became available to the GRCP-SP on a non-confidential basis from a source (other than the Purchaser) which, to the best of GRCP-SP's knowledge after reasonable inquiry, is not known to be bound by confidentiality clause/ agreement, fiduciary obligation or other legal or contractual restriction that may prohibit the disclosure of such information;
 - b. was or became publicly available as a matter of law or otherwise without any disclosure by the GRCP-SP or GRCP-SP's Representatives;

- c. was or is developed by the GRCP-SP or GRCP-SP's Representatives without reference to any information received from the Purchaser in connection with this Agreement;
- d. has been approved for release in writing by an authorized representative of the Purchaser; and
- e. is not marked or otherwise identified as "confidential" in accordance with Clause 17.1 (ii) & (iii)

17.2 Terms of Confidentiality

- (i) The GRCP-SP (on behalf of itself and its Representatives/ consortium partners/ employees):
 - a. acknowledges the confidential and proprietary nature of the information;
 - b. shall keep the information confidential and will not without the prior written consent of the Purchaser, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever, and
 - c. will not use any information other than for the purpose contained within the contract terms.
- (ii) The GRCP-SP may however reveal confidential information:
 - a. To those of GRCP-SP's Representatives/ employees/
 - 1. who need to know the information for performing GRCP-SP's obligations under this Contract;
 - 2. who are informed by the GRCP-SP of the confidential nature of the information and this Contract; and
 - 3. who are bound by confidentiality obligations in terms of an Agreement.
 - b. If it is required to be disclosed by any decree or order of a government authority, court or statutory law/regulation, by judicial/ quasi judicial bodies, statutory bodies, and any other applicable provisions of this Agreement;
 - c. If it is required for the purposes of audit of the GRCP-SP.
- (iii) The GRCP-SP shall be responsible for any breach of confidentiality by any of its employees/ agents/ representatives/ consortium partners.
- (iv) The GRCP-SP shall use all reasonable endeavors to ensure that any government department, Court, Contracting Authority, employee, third party or Consortium Partner (s) to whom the Contractor's Confidential

Information is disclosed pursuant to Clause 17.2 (ii) is made aware of the GRCP-SP's obligations of confidentiality.

- (v) GRCP-SP and/ or its agents/ employees/ representatives shall not (unless provided for elsewhere in the contract), without prior written consent from the Purchaser, disclose to any person the fact of this Contract or the information existing therein or which has been made available, that the GRCP-SP is considering the transaction, or that discussions or negotiations are taking place or have taken place concerning the transaction or any term, condition or other fact relating to this contract, the transaction thereof or such discussions or negotiations, including, without limitation, the status thereof.
- (vi) In the event that GRCP-SP is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the confidential information or matters contemplated under Clause 17.2 (ii) hereinabove, then the GRCP-SP shall furnish only that portion of the confidential information which is legally required. The GRCP-SP will otherwise reasonably cooperate with the Purchaser to preserve the confidentiality of the Information. The GRCP-SP shall however, immediately notify the Purchaser promptly so that the Purchaser may seek a protective order or other appropriate remedy.

17.3 Publicity, Media and Official Enquiries

- (i) The GRCP-SP undertakes not to make any press announcement or publicize the Contract or any part thereof in any way, except with the prior written consent of the Purchaser.
- (ii) The GRCP-SP undertakes to take all reasonable steps to ensure that its servants/ employees/ agents / representatives/ professional advisors and consultants comply with Clause 17 of this Contract

18 Events of Default by the GRCP-SP

18.1 The failure on the part of the GRCP-SP to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the GRCP-SP. The events of default as mentioned above may include but not restricted to inter-alia the following:

- (i) the GRCP-SP/ GRCP-SP's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
- (ii) the GRCP-SP/ GRCP-SP's Team has failed to conform/adhere to any of the Service Level Agreements resulting in application of Severity Level 4, three times during four consecutive quarters, or if the GRCP-SP has

fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, tasks or services, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the GRCP-SP may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser; and / or the GRCP-SP has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser from time to time, despite being served with a default notice which laid down the specific deviance on the part of the GRCP-SP/ GRCP-SP's Team to comply with any stipulations or standards as laid down by the Purchaser; and / or

- (iii) the GRCP-SP/ GRCP-SP's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract; and / or
- (iv) the GRCP-SP/ GRCP-SP's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract; and / or
- (v) there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the GRCP-SP; and / or
- (vi) the GRCP-SP/GRCP-SP's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- (vii) the GRCP-SP/ GRCP-SP's Team has failed to comply with or adhere to any of the terms & conditions of this contract.

18.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the GRCP-SP, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

18.3 Where despite the issuance of a default notice to the GRCP-SP by the Purchaser the GRCP-SP fails to remedy the default to the satisfaction of the GRCP-SP, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

19 Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- 19.1 Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the GRCP-SP shall be obliged to comply with that may include re-determination of the consideration payable to the GRCP-SP as agreed mutually by Purchaser and GRCP-SP or through a third party acceptable to both parties. The GRCP-SP shall in addition take all available steps to minimize loss resulting from such event of default.
- 19.2 Suspend all payments to the GRCP-SP under the Contract by a written notice of suspension to the GRCP-SP, provided that such notice of suspension:
 - (i) shall specify the nature of the failure; and
 - (ii) shall request the GRCP-SP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the GRCP-SP.
- 19.3 Failure on the part of the GRCP-SP to continue with any of the consortium partner(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the GRCP-SP all losses/ or other damages that may have resulted from such failure.
- 19.4 In such case the purchaser shall retain the rights to terminate the contract in part or in full. The Purchaser shall give 30 days notice to the GRCP-SP of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days notice period, the GRCP-SP initiates remedial action acceptable to the Purchaser.
- 19.5 Retain such amounts from the payment due and payable by the Purchaser to the GRCP-SP as may be required to offset any losses caused to the Purchaser as a result of such event of default and the GRCP-SP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the GRCP-SP and GRCP-SP's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- 19.6 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the GRCP-SP as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 19.7 Require the GRCP-SP to make all such payments as may be incurred / losses borne by the Purchaser in getting such work done through any third party as a

result of any default on the part of the GRCP-SP. GRCP-SP agrees to compensate the Purchaser for all such costs incurred by the Purchaser in this regard.

20 Stipulated Time Schedule

- 20.1 The key milestone dates (“critical dates”)* as anticipated by the Purchaser are outlined in Section V of the RFP—which may be amended by the Purchaser from time to time.
- 20.2 The GRCP-SP shall perform the activities and comply in all respects with the critical dates and the parties hereby agree that failure on part of the GRCP-SP to meet the critical dates without prejudice to any other rights that the Purchaser may have, may lead to the levy of liquidated damages as per the SLA terms given in ‘Section III – A Service Level Agreements’ as set and/or termination of the Contract at the discretion of the Purchaser.

21 Term and Extension of the Contract

- 21.1 The term of this Contract shall be initially for a period of seven and a half (7.5) calendar years from the date of signing of this contract; which term may be extendable for a further period of 3 calendar years on the same terms and conditions as of this contract, according to the time schedules specified by the Purchaser.
- 21.2 The Purchaser shall have the sole right to grant any extension of the abovementioned term and shall notify the GRCP-SP in writing, at least 6 months before the expiration of the term of this contract, whether it will grant the GRCP-SP an extension of the term. The decision to grant or refuse the extension shall be at the sole discretion of the Purchaser.
- 21.3 Where the Purchaser is of the view that no further extension of the term be granted to the GRCP-SP, the Purchaser shall notify the GRCP-SP of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the GRCP-SP shall continue to perform all its obligations hereunder, until such reasonable time (3 months) beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract. The Purchaser shall pay for the GRCP-SP’s services for the period beyond the term of this contract as per the terms and conditions of this contract.

22 Termination

- 22.1 The Purchaser may, terminate this Contract in whole or in part by giving the GRCP-SP a prior and written notice **of 60 days** indicating its intention to terminate the Contract under the following circumstances:

- (i) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the GRCP-SP / GRCP-SP's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the GRCP-SP to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
 - (ii) Where it comes to the Purchaser's attention that the GRCP-SP (or the GRCP-SP's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the GRCP-SP's Bid, the Tender or this Contract.
 - (iii) Where the GRCP-SP/Prime Bidder's (in case of consortium) ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the GRCP-SP, any failure by the GRCP-SP to pay any of its dues to its creditors, the institution of any winding up proceedings against the GRCP-SP or the happening of any such events that are adverse to the commercial viability of the GRCP-SP. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
 - (iv) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the GRCP-SP, without compensation to the GRCP-SP, if the GRCP-SP become bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
 - (v) **Termination for convenience:** The Purchaser, may by a written notice sent to the GRCP-SP, terminate the contract, in whole or in part at any time for its convenience. The notice for such termination may specify that the termination is for the Purchaser's convenience, the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- 22.2 The GRCP-SP may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

23 Consequences of Termination

- 23.1 In the event of termination of this Contract pursuant to Clause 22, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any

clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the GRCP-SP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile GRCP-SP in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.

- 23.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the GRCP-SP /GRCP-SP's Team or due to the fact that the survival of the GRCP-SP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the GRCP-SP as agreed mutually by Purchaser and GRCP-SP or through a third party acceptable to both parties may pay the GRCP-SP for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the GRCP-SP up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the GRCP-SP as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the GRCP-SP. In case of any loss or damage due to default on the part of the GRCP-SP in performing any of its obligations with regard to executing the scope of work under this Contract, the GRCP-SP shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the GRCP-SP's Team shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the GRCP-SP's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the GRCP-SP as described above in order to execute an effective transition and to maintain business continuity of the Purchaser.
- 23.3 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 23.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

24 Dispute Resolution

- 24.1 During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days notice in writing, to refer the dispute to arbitration.
- 24.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 24.3 The Arbitration proceedings shall be held at Delhi, India.
- 24.4 The Arbitration proceeding shall be governed by the substantive laws of India.
- 24.5 The proceedings of Arbitration shall be in English language.
- 24.6 All disputes and/ or differences remaining unresolved after endeavours under Clause 24.1 failed shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who will be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- 24.7 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- 24.8 The Arbitrator on behalf of the Purchaser shall be appointed by UIDAI.
- 24.9 If any of the Arbitrators so appointed expires/ resigns/ is incapacitated or withdraws for any reason whatsoever from the proceedings, it shall be lawful for

the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- 24.10 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration in its notice, at the time of invocation of arbitration and not thereafter.
- 24.11 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 24.12 The arbitration award shall be a reasoned award and the arbitration proceedings shall be confined to matters within the contract.
- 24.13 The fees of the respective arbitrators shall be borne by respective parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 24.14 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- 24.15 **Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s)/ arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

25 Time is of the essence

- 25.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the GRCP-SP by the specified completion date.

26 Conflict of interest

- 26.1 The GRCP-SP shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the GRCP-SP or the GRCP-SP's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

27 Publicity

- 27.1 The GRCP-SP / GRCP-SP's Team, its employees/ representatives/ agents/ consortium partner(s)/ shall not make or permit to make any public announcement or media release about any aspect of this Contract or about its

involvement with the UID Project, unless the Purchaser first gives the GRCP-SP its written consent for the same.

28 Force Majeure

- (i) The Purchaser or the GRCP-SP as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser or the GRCP-SP as the case may be is unable to render such performance by an event of Force Majeure.
- (ii) In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:-
 - a. materially and adversely affects the performance of an obligation;
 - b. are beyond the reasonable control of the affected party;
 - c. such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
 - d. do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
 - e. or any consequence of which have an effect described in Clause 28 (i)
- (iii) Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clauses 28 (i) and 28 (ii):
 - a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India; In respect of Force Majeure, act of foreign enemy shall mean a non-cyber act.
 - b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
 - c. nuclear explosion, radioactive and chemical contamination or ionising radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the GRCP-SP or anyone affiliated to GRCP-SP of GRCP-SP or any of their employees or servants or agents
 - d. strikes or working to rule, go- slows and/ or lock outs which are on each case wide spread nation wise or political;
 - e. any affect of the natural elements including lightning, fire, earthquake, unprecedented rains, cloud bursts, flash floods, landslides, storms, cyclone, tsunami, typhoon or tornado within India;
 - f. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
 - g. epidemics and plague within India;

- h. any major accident or breakdown which is not brought about by an act of sabotage by the GRCP-SP or anyone affiliated to GRCP-SP or any of their employees or servants or agents;
- i. any fire, which is not the effect of natural element;
- j. any event or circumstances of a nature analogous to any events set forth in paragraphs a to i of Clause 28.(iii) above within India.

(iv) **PROCEDURE FOR FORCE MAJEURE**

- a. If a party claims relief on account of or under the Force Majeure event, then such party claiming to be effected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:
 - 1. the Force Majeure event (s) that have occurred;
 - 2. the obligations affected as described in Clause 28;
 - 3. the date of commencement and estimated cession of such event of Force Majeure; and
 - 4. the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement
 - 5. No party shall be able to suspend or excuse the non-performance of its obligations herein unless such party has given the notice specified above.
 - b. The affected party shall have the right to suspend the performance of obligations affected as described in Clause 28 upon delivery of the notice of the occurrence of Force Majeure event in accordance with sub clause (a) above
 - c. The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.
 - d. The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 50 days of receiving of the notice of claim. If the notice of claim is contested within fifteen days as stated above, all the parties to this agreement shall be deemed to have accepted the validity of the claim. If any party disputes the claim, the parties shall follow that procedure set forth in Clause 24.
- (v) **Mitigation:** The party claiming to be affected by Force Majeure shall take all reasonable steps to prevent/ reduce to a minimum and mitigate the effect of such Force Majeure.

- (vi) **Termination due to Force Majeure:** If Force Majeure event continues for more than 365 days, either party shall have the right to terminate this agreement by giving a notice of termination in respect thereof.

29 General

29.1 Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and GRCP-SP/GRCP-SP's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and GRCP-SP.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c. The Purchaser has no obligations to the GRCP-SP's Team except as agreed under the terms of this Contract.

29.2 Survival

The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the GRCP-SP of its release from those obligations.

29.3 Entire Contract

The terms and conditions laid down in the Tender and all annexures, addendum thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

29.4 Governing Law

This Contract shall be governed in accordance with the laws of India as applicable from time to time.

29.5 Jurisdiction of Courts

The Courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.

29.6 Compliance with Laws

The GRCP-SP / GRCP-SP's Team, its employees/ representatives/ agents/ shall comply with the laws in force in India in the course of performing this Contract.

29.7 Notices

- (i) All notices, requests or consents shall be sent to a Party hereto at its address and contact number specified in Schedule A or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.
- (ii) All such notices and communications shall be effective
 - a. if sent by telex, when sent (with the correct answerback),
 - b. if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number),
 - c. if sent by person, when delivered with delivery receipt,
 - d. if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) five Business Days after deposit with an international courier if for overseas delivery and (c) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.
 - e. if sent by e-Mail, followed by hardcopy with delivery receipt.
- (iii) An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with Clause 29.7 (ii), as the case may be, without regard to the dispatch of such original.

29.8 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

30 Application

- 30.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

31 Performance Security

- 31.1 Within 15 days after the receipt of notification of award of the Contract/ Purchase Order from the Purchaser, the successful bidder shall furnish Performance Security to the Purchaser, which shall be equal to **(10% of the Value of the Contract)** and shall be in the form of a Guarantee Bond from a Nationalised/Scheduled Bank in the Proforma given at Attachment 1 of Section III.

32 Modification

- 32.1 Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

33 Currency of Payment

- 33.1 Payment shall be made in Indian Rupees only.

34 Change Orders/Alteration/Variation

- 34.1 The GRCP-SP agrees that the System requirements/ quantities/ licenses/ specifications and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.
- (i) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents which the GRCP-SP had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by GRCP-SP without any time and cost effect to Purchaser.
 - (ii) It shall be the responsibility of the GRCP-SP to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the GRCP-SP in his Bid documents, that may be required to be made during installation / commissioning of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the GRCP-SP without any change order and without any time and cost effect to the Purchaser whatsoever.

- 34.2 The Purchaser may at any time, by a written change order given to the GRCP-SP, make changes within the general scope of the Contract. The Purchaser will have the option to increase or decrease (decrease only if communicated to GRCP-SP prior to availing of services / dispatch of goods / equipments) the Quantities, Licenses and/or Specifications of the goods/equipment to be supplied and installed by the GRCP-SP or service requirements, as mentioned in the Contract, at any time during the contract period.
- 34.3 The written advice to any change shall be issued by the Purchaser to the GRCP-SP up to 4 (four) weeks prior to the due date of provisioning/supply of such goods/equipments or commencement of services.
- 34.4 In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the GRCP-SP agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the GRCP-SP shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
- 34.5 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The GRCP-SP shall not be entitled to any claim by way of change of price, damages, losses, etc. The GRCP-SP shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/ cancelling Scope of work.

34.6 Conditions for Change Order

- (i) The change order will be initiated only in case (i) the Purchaser directs in writing the GRCP-SP to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the GRCP-SP to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) GRCP-SP requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser,
- (ii) Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

- (iii) If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause 34.4 be increased or decreased in accordance with those rates.
- (iv) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- (v) If there is a difference of opinion between the GRCP-SP and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 34.7(xi).

34.7 Procedures for Change Order

- (i) Upon receiving any revised requirement/advice, in writing, from the Purchaser, the GRCP-SP would verbally discuss the matter with Purchaser's Representative.
- (ii) In case such requirement arises from the side of the GRCP-SP, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
- (iii) In either of the two cases as explained in Clause 34.7 (i) and Clause 34.7 (ii) above, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- (iv) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the GRCP-SP and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- (v) GRCP-SP will study the revised requirement in accordance with the joint memorandum under Clause 34.7 (iv) and assess subsequent schedule and cost effect, if any.
- (vi) Upon completion of the study referred to above under Clause 34.7 (v), the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether GRCP-SP should proceed with the change order or not in the best interest of the works.
- (vii) The estimated cost and time impact indicated by GRCP-SP shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.

- (viii) The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- (ix) In case GRCP-SP fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the GRCP-SP.
- (x) If Purchaser accepts the implementation of the change order under Clause 34.7 (vi) in writing, which would be considered as change order, then GRCP-SP shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.
- (xi) In case, mutual agreement under Clause 34.7 (iv) above, i.e. whether new requirement constitutes the change order or not, is not reached, then GRCP-SP in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- (xii) The GRCP-SP shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Purchaser's review. If no agreement is reached between the Purchaser and GRCP-SP within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

34.8 Conditions for revised work / change order

- (i) The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 34. The GRCP-SP's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

35 Governing Language

- 35.1 This contract shall be written in English only.

- 35.2 All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English.

36 “No Claim” Certificate

- 36.1 The GRCP-SP shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the GRCP-SP after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

37 Warranty

- 37.1 A comprehensive warranty applicable on all goods supplied under this contract shall be provided by the respective OEM / consortium partners of the GRCP-SP for a period which such OEM/ consortium partners originally provides from the date of acceptance of the specified goods by the Purchaser.
- 37.2 Technical Support for Software shall be provided by the respective OEM for 7 (Seven) calendar years from the date of acceptance of the entire system by the Purchaser, which period may be extendable upon the sole discretion of the Purchaser and subject to this Contract term being granted an extension of three (3) Calendar years in terms of Clause 21. The Technical Support should include all upgrades, updates and patches to the respective Software for the above stated period.
- 37.3 The GRCP-SP warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the GRCP-SP and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 37.4 The GRCP-SP warrants / provides warranty from OEM that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 37.5 The GRCP-SP further warrants / provides warranty from OEM that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the GRCP-SP, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Purchaser Locations.
- 37.6 The Purchaser shall promptly notify the GRCP-SP in writing of any claims arising under this warranty.

- 37.7 Upon receipt of such notice, the GRCP-SP shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the GRCP-SP under the Contract.
- 37.8 If the GRCP-SP, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the GRCP-SP's risk and expense and without prejudice to any other rights which the Purchaser may have against the GRCP-SP under the Contract.

38 Program Manager

- 38.1 The GRCP-SP shall ensure that at all times during the currency of the Contract a Program Manager acceptable to the Purchaser shall take charge of the Performance of the Contract. Minimum manpower resources required for execution of this contract have been provided in Section V of the RFP. The roles and responsibilities of the Program manager are laid down in Section V of the RFP.
- 38.2 It is mandatory that the designated Program Manager shall not be changed till the acceptance of the system.

39 Completion of Contract

- 39.1 Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 8 are fulfilled to the satisfaction of the Purchaser

40 Passing of Property

- 40.1 Ownership of goods that are part of this contract shall not pass to the Purchaser unless and until the system is accepted in accordance with the conditions of the contract and to the entire satisfaction of the Purchaser
- 40.2 The GRCP-SP will be allowed to retain a lien on the unpaid amount of the cost of goods supplied by it.

41 Assignment / Novation

- 41.1 The GRCP-SP shall under no circumstance transfer any interest, right, benefit or obligation under this Contract to any third party, without the prior written consent of the Purchaser.
- 41.2 The Purchaser reserves the right to assign any/ all of its rights and obligations under this contract to any of its representatives during any stage of the contract term.

42 Insurance

- 42.1 The Goods supplied under this Contract shall be fully insured by the GRCP-SP, against any loss/ damage/ theft etc., till the full acceptance of the goods by the Purchaser. The GRCP-SP shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken by GRCP-SP for his goods and by the GRCP-SP or its consortium partner(s) for consortium partner's goods.
- 42.2 The GRCP-SP shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM / consortium partners to the port of landing.
- 42.3 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the GRCP-SP.
- 42.4 The GRCP-SP during the term of this contract:
- (i) shall take out and maintain, at his own cost but on the terms and conditions approved by Purchaser, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:
 - a) shall pay all premiums in relation thereto and shall ensure that nothing is done to make such insurance policies laps/ void or voidable.
 - b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 42.5 Employer's liability and workers' compensation insurance in respect of the Personnel of the GRCP-SP/ GRCP-SP's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate, shall be taken and borne by the GRCP-SP/ GRCP-SP's Team, consortium partner(s)/agents/ respectively; and
- 42.6 Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract (ii) the GRCP-SP's assets and property used in the performance of the Services, and (iii) any documents prepared by the GRCP-SP in the performance of the Services shall be taken out at the sole expense of the GRCP-SP.

43 Limitation of GRCP-SP's Liability towards the Purchaser

- 43.1 Except in case of gross negligence or wilful misconduct on the part of the GRCP-SP or its consortium partners / Team/ representatives/ employees etc. or on the part of any person or company acting on behalf of the GRCP-SP in

executing the work or in carrying out its/ their obligations under this contract, the GRCP-SP, with respect to damage caused by the GRCP-SP or its consortium partners/agents/ Team/ representatives/ employees, to the property and/or assets of the Purchaser or of any of Purchaser's vendors, 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 GRCP-SP may be entitled to receive from any insurance maintained by the GRCP-SP to cover such a liability, whichever of (A) or (B) is higher.
- 43.2 This limitation of liability shall not affect the GRCP-SP liability, if any, for damage to Third Parties caused by the GRCP-SP or its consortium partners/ Team/ representatives/ employees or any person or firm/company acting on behalf of the GRCP-SP in executing the work or in carrying out the Services/ obligations under the Contract.
- 43.3 The GRCP-SP's liabilities shall not be limited if the loss/ damage is caused by Negligence/ gross negligence; Misconduct/ intentional misconduct; or Fraud attributable to the GRCP-SP and/ or its consortium partners/ Team/ representatives/ employees.
- 43.4 The purchase shall be entitled to recover from GRCP-SP any loss or damage caused by breach of any of the terms and or conditions of the contract in part or whole.
- 43.5 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

44 Payment Schedule

44.1 Total Bid Price and Contract Value

- (i) The Contract Value shall be equal to the amount specified in **“Section IV – Part 3: Commercial Bid Form – Summary Table” as Total Bid Price (“P”)**.
- (ii) The total Contract Value shall comprise of components as listed here.

Contract Value = (‘Hardware Costs+ Software/Products/Tools Cost + Cost of Resources’ for the Design and Implementation Phase) + (‘Hardware Costs + Software/Products/Tools Cost + Cost of Resources’ for the Operations Phase)

Definition of Cost as per financial form

1. **Item 1 Cost** - shall be equal to the amount specified in **Section IV – Part 3: Commercial Bid Form – Financial Form 2 - Design and Implementation Phase - Hardware Cost**.
2. **Item 2 Cost** - shall be equal to the amount specified in **Section IV – Part 3: Commercial Bid Form – Financial Form 3 - Design and Implementation Phase - Software Cost**.

44.2 Payment Terms

PAYMENT TERMS			
S. No.	Activities	Delivery Timeline	Payments (%) (after UIDAI approval)
DESIGN AND IMPLEMENTATION PHASE			
Procurement, Supply, Implementation and Commissioning			
1.	Item 1- Procurement, Supply, Implementation and Commissioning of Hardware for STARMC including Forensics Lab (after handing over of site by UIDAI) <ul style="list-style-type: none"> Site Preparation Procurement of Hardware Installation of Hardware 	SHO** + 12 weeks	75% of Item 1 cost quoted in Financial Proposal
2.	Item 2 - Supply, Implementation and Commissioning of Software for STARMC including Forensics Lab	SHO + 16 weeks	75% of Item 2 cost quoted in Financial Proposal
3.	Acceptance and Go-Live	SHO + 20 weeks	10% of Item 1 + Item 2 as quoted in Financial Proposal
ADVISORY			
1.	Team mobilization and commencement of work	T*+4 weeks	5% of Advisory Cost
2.	GRCP Vision, Strategy, Framework and Programme Design and related reports	T+ 14 weeks	15 % of Advisory Cost
3.	Finalization of GRCP Organization, Roles, Profiles and User Assignment	T+20 weeks	5 % of Advisory Cost
4.	Risk Assessment Report/ Gap Report	T+16 weeks	15% of Advisory Cost
5.	Risk Treatment Plan	T+20 weeks	5% of Advisory Cost

6.	New UID IS Policy Documentation	T+18 weeks	7.5% of Advisory Cost
7.	Finalize the plan for Periodic Assessments and Reviews	T+18 weeks	12.5% of Advisory Cost
8.	Finalize the plan for SLA Process Assurance and Measurement	T+18 weeks	10% of Advisory Cost
9.	Baseline Risk Profiles for ecosystem processes and partners	T+20 weeks	7.5% of Advisory Cost
10.	Design and Institutionalize Risk Intelligence Capability	T+20 weeks	10% of Advisory Cost
11.	Communication, Reporting & Decision Making (Communications Plan, Reporting Standards, Executive Support System, Compliance Dashboards, Escalation Procedures etc.)	T+20 weeks	7.5% of Advisory Cost
OPERATIONS PHASE (starts from T+24 weeks)			
S. No.	Activities	Payment Cycle	Payments (after UIDAI approval)
1.	Annual Maintenance Cost (AMC) for Hardware (After expiration of warranty period)	Annual after expiry of warranty period for each hardware item	Against quoted AMC for hardware deployed
2.	‘Annual License Cost’ and ‘Maintenance and Support Cost’ for Software/ Product/ Tools’	Annual	Against quoted ‘Annual License Cost’ and ‘Maintenance and Support Cost’ for Software/ Product/ Tools deployed
3.	Operations Phase Resource Cost - Steady State (STARMC, Forensics Lab, Periodic Assessments, SLA Process Assurance, Risk Intelligence)	Every Quarter (T+24 weeks onwards)	98% of the quarterly payment shall be paid on a pro-rata basis of the respective annual cost as quoted for resources in Financial Form – 7 (Operations Phase - Resource Cost) of the Financial Proposal subject to actual deployment of resources in that quarter.

			2% of each quarterly payment for resource costs shall be paid cumulatively at the end of 7 years of Operations phase after successful exit management/ transition
4.	Successful completion of first year of operations of STARMC including Forensics Lab	Annual	5% of Item 1 + Item 2 as quoted in Financial Proposal
5.	Successful completion of second year of operations of STARMC including Forensics Lab	Annual	5% of Item 1 + Item 2 as quoted in Financial Proposal
6.	Successful completion of third year of operations of STARMC including Forensics Lab	Annual	5% of Item 1 + Item 2 as quoted in Financial Proposal

*T - Date of Signing of Contract

**SHO – SHO is defined as the date of Site handover by UIDAI to GRCP-SP for setting up of STARMC including Forensics Lab, which should be taken as 4 weeks from the date of signing of contract.

Note- If any component quoted as part of Item 1 or Item 2 is not implemented and commissioned as on date of Go Live, in such case 85% of the amount quoted for the same as part of the financial proposal shall be paid on actual commissioning of the said component. The remaining 15% shall be paid in three equal instalments in the subsequent three years of successful operation of the said component.

44.2.1 During Design and Implementations Phase – Procurement, Supply, Implementation and Commissioning

- (i) 75% of the payment for the Procurement, Supply, Implementation and Commissioning of Hardware for STARMC including Forensics Lab (as given in Financial Proposal under cost of Item 1) shall be upon commissioning of STARMC including Forensics Lab
- (ii) 75% of the payment for Supply and Implementation of Software for STARMC including Forensics Lab (as given in Financial Proposal under cost of Item 2) shall be paid on commissioning of the STARMC including Forensics Lab
- (iii) Upon Acceptance and Go-Live of STARMC including Forensics Lab, 10% of the cost of Item 1 + Item 2 as quoted in the Financial Proposal shall be paid

(The cost for customization of tools and software as well as the cost of commissioning the hardware shall be included in the costing for Item 1 and Item 2)

44.2.2 During Design and Implementations Phase – Advisory

- (iv) 5% of the advisory costs shall be paid upon team mobilization and commencement of work
- (v) The remaining payments for the Advisory phase shall be based on submission of advisory deliverables as per the Payment Terms table above
- (vi) The GRCP-SP shall submit the requisite deliverables of the Design and Implementation (Advisory) phase as per the timelines specified in this Contract and RFP. The GRCP-SP shall discuss and finalize the same with the Purchaser/ third party agency within 10 days of submission of deliverables. The payments for the same shall be released by the Purchaser within 21 days from acceptance of the deliverables.

44.2.3 During Operations Phase

- (vii) The payments to GRCP-SP for the Operations Phase shall be made as per the 'Payment Terms' table above
- (viii) 15% of remaining amount quoted under Item 1 and Item 2 for procurement, supply, implementation and commissioning of STARMC including Forensics Lab shall be paid in equal instalments (5% each) for successful operations of STARMC (including Forensics Lab) at the end of Year 1, Year 2 and Year 3.
- (ix) 98% of the amount quoted for 'Operations Phase – Resource Cost' as per 'Financial Proposal – Form 7' shall be paid on a quarterly basis (prorated as per the respective annual cost quoted for resources) subject to actual resource deployment in the respective quarter
- (x) 2% of each quarterly payment for resource costs shall be paid cumulatively at the end of 7 years of Operations phase after successful exit management/ transition

44.2.4 Overall Terms of Payment for the GRCP-SP

- (xi) The Out of Pocket expenses shall be capped to a maximum of 10% of the "Total Bid Price - P" as quoted in the Commercial proposal or the Final Contracted Value post negotiations, whichever is lower. The actual payment of the OPE component will be done on a "Reimbursement Basis" on actual incurrence of the expenditure, submission of the corresponding bills and subject to UIDAI approval.
- (xii) 'On Demand' service is defined as a Service which is initiated and approved by UIDAI and is not part of the regular scope of work of

GRCP-SP. The cost for 'On Demand' travel shall be reimbursed by UIDAI on actuals against submission of original bills and receipts subject to government norms towards Travel, Lodging and Boarding.

- (xiii) Penalties for performance, if any, for the quarter shall be deducted before the payments are released to the GRCP-SP. Details of the associated penalties are provided in Section III – A: Service Level Agreements. UIDAI shall be the final authority to decide on such matters.
- (xiv) Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract.
- (xv) Purchaser however reserves the right to review and negotiate the charges payable for Managed Services at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.
- (xvi) Prior to delivery of any component, GRCP-SP shall submit a detailed list of equipment with specifications and quantity to be deployed and obtain approval of UIDAI.

44.3 Rewards Mechanism

In addition to the Payment terms given in Clause 44.2 above, the GRCP-SP shall be eligible for rewards as per the criteria below and the same shall be paid on an annual basis. GRCP-SP shall make a claim for rewards based on identification and closure of High/ Critical business impact incidents/ Fraud to UIDAI. The UIDAI and Technology Architecture Review Board (TARB) shall evaluate the same and take a decision on awarding the reward to the GRCP-SP.

44.3.1 Identification and Reporting of Incidents/ Fraud:

The GRCP-SP shall be rewarded for the identification and reporting of High/ Critical business impact incidents/ Fraud. For each such incident/ Fraud, the GRCP-SP shall be awarded 0.1% of the GRCP-SP's Operating Expenses (Opex) for the respective year subject to a maximum of 2.5% of the Opex in a year.

44.3.2 Closure of Incidents/ Fraud:

The GRCP-SP shall be rewarded for the closure of High/ Critical business impact incidents/ Fraud. For each such closure of incident/ Fraud, the GRCP-SP shall be awarded 0.1% of the GRCP-SP's Operating Expenses (Opex) for the respective year subject to a maximum of 2.5% of the Opex in a year.

44.3.3 Identification and Reporting of Potential Frauds and Anticipated Incidents:

The GRCP-SP shall be rewarded for identification (by simulation, VA/PT, Risk analysis etc.) and reporting of potential frauds and anticipated incidents (internal and external) and access business impact on UIDAI in terms of confidentiality, integrity and

availability. For each such incident/ Fraud, the GRCP-SP shall be awarded 0.1% of the GRCP-SP's Operating Expenses (Opex) for the respective year subject to a maximum of 2.5% of the Opex in a year.

44.3.4 Develop and help roll-out of Proactive mitigation plans for Potential Frauds and Anticipated Incidents:

The GRCP-SP shall be rewarded for the development and roll-out of proactive mitigation plans for Potential Frauds and Anticipated Incidents. For each such successful roll-out of mitigation plan (as demonstrated to UIDAI based on simulation, VA/PT, Risk analysis etc.) for such incident/ Fraud, the GRCP-SP shall be awarded 0.1% of the GRCP-SP's Operating Expenses (Opex) for the respective year subject to a maximum of 2.5% of the Opex in a year.

45 Most Preferred Customer

- (i) GRCP-SP shall confer the “Most Preferred Customer” status to the Purchaser. Accordingly, the prices payable for goods and services that are part of this contract shall in no event exceed the lowest price at which the GRCP-SP offers or has offered similar goods or services of comparable volumes to any other customer in the Republic of India at the time of placement of order by the Purchaser.
- (ii) After acceptance of the system, any offer made by the GRCP-SP regarding further procurement of goods or services to the Purchaser shall be at competitive prices and not higher than as offered to any other customer in the Republic of India, for comparable volumes, at that point in time.
- (iii) During currency of the Contract, if the Purchaser requests services which require provisioning of additional personnel or resources by GRCP-SP, the GRCP-SP should give highest priority to the Purchaser for provisioning of such personnel or resources, which the GRCP-SP has not committed to any other Account.
- (iv) Purchaser reserves the right to seek any information from the GRCP-SP in this context at any time during the currency of contract. GRCP-SP shall provide “Most Preferred Customer” status to the Purchaser. Accordingly, the prices payable for goods and services that are part of this contract shall in no event exceed the lowest price at which the GRCP-SP offers similar goods or services to any other customer during the currency of the contract.

46 Severance

- 46.1 In the event any provision of this Contract is prohibited by the applicable law or held to be invalid/ void/ unlawful or unenforceable under any applicable law/by a court, that provision shall, to the extent required, be severed from this agreement and be rendered as ineffective, without modifying the remaining provisions/ clauses of this Contract. The remaining provisions of this Contract

shall remain in full force and any severance shall not affect the validity or enforcement of this Contract.

47 Liquidated Damages

- 47.1 Subject to Clause 28, if the GRCP-SP fails to complete the entire works before the scheduled completion date or the extended date or if GRCP-SP repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the GRCP-SP, as liquidated damages and not by way of penalty a sum as specified in Section IIIA – Service Level Agreement
- 47.2 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the GRCP-SP in its hands (which includes the Purchaser's right to claim such amount against GRCP-SP's Bank Guarantee) or which may become due to the GRCP-SP. Any such recovery or liquidated damages shall not in any way relieve the GRCP-SP from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
- 47.3 In event of any Purchaser Location not available for installation/commissioning due to any reason attributable to Purchaser, such Purchaser locations shall be excluded for the purpose of computing liquidated damages.
- 47.4 Delay not attributable to the GRCP-SP will be considered for exclusion for the purpose of computing liquidated damages. UIDAI shall be the final authority to decide on such matters.

48 Suspension of Work

- 48.1 The GRCP-SP shall, if ordered in writing by the Purchaser/ its Representative, temporarily suspend the works or any part thereof for such specified/ ordered period and time. The GRCP-SP shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the GRCP-SP on case to case basis, to the extent of work completed, subject to fulfilment of other conditions of this contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the GRCP-SP, if written request for the same is made and that the suspension was not consequent to any default or failure on the part of the GRCP-SP. In case the suspension of works, is not consequent to any default or failure on the part of the GRCP-SP, and lasts for a period of more than 2 months, the GRCP-SP shall have the option to request the Purchaser to terminate the Contract with mutual consent.
- 48.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the GRCP-SP for a period in excess of 30 days in aggregate, rendering the GRCP-SP to extend his performance guarantee then Purchaser

shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the GRCP-SP producing the requisite evidence from the bank concerned.

Attachment – 1: Proforma for Performance Bank Guarantee

Ref : _____

Date _____

Bank Guarantee No. _____

To

**The Deputy Director General (DDG),
Unique Identification Authority of India (UIDAI),
9th Floor, Tower I, Jeewan Bharti Building, Connaught Place,
New Delhi 110001.**

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering **“Appointment of a”** (hereinafter called the said 'contract') entered into between the **Unique Identification Authority of India** (hereinafter called "the Purchaser") and _____ (hereinafter called the **GRCP Service Provider**) this is to certify that at the request of the GRCP-SP we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the GRCP-SP of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the GRCP-SP and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period

that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the GRCP-SP i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the GRCP-SP in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the GRCP-SP shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the GRCP-SP from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said GRCP-SP and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said GRCP-SP or for any forbearance by the Purchaser to the said GRCP-SP or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the GRCP-SP.

Date _____

Place _____

Signature _____



Witness _____

Printed name _____

(Bank's common seal)**Attachment – 2: Proforma for deed of indemnity**

* To be executed on a Non-Judicial Stamp Paper of the denomination of Rs. 100/-

THIS DEED OF INDEMNITY (the "Deed") is made at New Delhi on this the _____ Day of 20____ and amongst:

_____ [GRCP-SP], a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the subject or context thereof, include its agents/ successors and permitted assigns) of the **FIRST PART**.

AND

The Unique Identification Authority of India (UIDAI), with its office at _____ (hereinafter referred to as "**Disclosing Party**") of the **SECOND PART**;

Each individually referred to as the "Party" and collectively as "Parties"

NOW WHEREAS, the _____ (name of Company) is a company, duly registered under the provisions of the Companies Act 1956, and established, *inter-alia* with the objectives of _____.

AND WHEREAS, the Unique Identification Authority of India (UIDAI) (hereinafter referred to as the "Purchaser" and the Company are entering into a Agreement (hereinafter referred to as "Contract"), whereby Purchaser has granted to the Company the right to undertake its Project (as defined thereunder), and the Company has agreed to undertake the Project on the terms and conditions contained therein.

AND WHEREAS this Deed sets forth the detailed mandates, terms and conditions for indemnity under the Contract.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. Definitions

For the purposes of this Agreement, unless the context otherwise requires, terms shall have the meaning set forth in the Contract.

- a. "Contract" means the agreement, between the Company and the UIDAI and the Appendices / Annexures attached thereto and made a part thereof and include any amendments made thereto.
- b. "UIDAI" means the Unique Identification Authority of India.

2. Interpretation

In this Agreement unless the context otherwise requires:

- (i) the headings of the Clause/ Appendices/ Schedules/ Attachments and Annexures in this Agreement are inserted for convenient reference only and shall not effect the meaning and/ or interpretation of this Agreement;
- (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 Agreement, including any amendments or modifications to the same from time to time;
- (vii) Any/ all Appendices/ Schedules/ Annexures and Attachments form an integral part of this 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) 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;
- (xii) 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;
- (xiii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.

3. Undertaking of the Company

3.1. The Company undertakes to:

- (i) indemnify the Purchaser from and against any liability, cost, loss, or expense of any kind whatsoever;
- (ii) hold the Purchaser harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and
- (iii) defend any suit or proceeding against the Purchaser, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the Company (including licenses for which the purchaser has signed the license agreements, but of which the Company is the owner), alleged to have occurred because of any product, good, service, data, or Confidential Information provided or work performed by the Indemnitor.

3.2. Provided, however, that this indemnity shall not apply unless the Company claiming indemnification notifies the other promptly of any matters in respect of which the foregoing indemnity may apply and of which the notifying Company has knowledge and gives the other full opportunity to control the response thereto and defence thereof, including, without limitation any agreement relating to the settlement thereof.

- 4. The Company shall pay any/ all costs/ damages/ or awards of settlement, including court costs (including any/ all attorney fees, Court fee), arising out of any claim, demand, or action, provided that the conditions as laid down in

Clause 3 hereinabove are satisfied. The Company will indemnify if the claim of infringement/ breach of terms/ misuse is caused by:

- (i) The Company's misuse or modification of the Goods and Services; and/ or
- (ii) any negligence or wrongful act or omission by the Company or the Company's Team or anyone affiliated to Company or any consortium partner of the Company or any of their employees or servants or agents in connection with or incidental thereto; or
- (iii) failure to take any/ all requisite actions (including registration, payment of all registration and renewal fees) required to maintain any Intellectual Property Right/ General Public Licence/ Open Source Licence etc. in full force and effect.

5. Undertaking in view of Indemnification:

5.1. Intellectual Property Right

5.1.1. In the event that the Company or anyone affiliated to/ with the Company or any of its consortium partners or any of their employees or servants or agents, are held in such a suit or proceeding for infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India alleged to have occurred because of any product, good, service or data, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) modify the product, Good, service or data or information such that it no longer infringes the third-Party intellectual property right within the State of India or any State.

5.1.2. In the event the Company is unable to accomplish any of the three undertakings set forth above in Clause 5.1.1, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ cost/ harm/ injury and/ or harassment caused to it.

5.1.3. Non-Indian Infringement:

In the event of any claim, demand, or action alleging that the Company or anyone affiliated to Company or any consortium partners of Company or any of their employees or servants or agents, infringed any Intellectual Property Right

conferred by contract or by common law or by any law in force Outside India because of any product, good, service, data, then the Company shall cooperate with the Purchaser in the Purchaser's defence of such claim and, if requested by the Purchaser, undertake to replace the allegedly infringing product, Good, service or data or information with non-infringing product, Good, service or data or information of equivalent functions and efficiency or modify the allegedly infringing product, good, service or data or information so that it no longer infringes. The Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ costs/ loss/ harm/ injury and/ or harassment caused to it.

5.2. Licences:

5.2.1. In the event that the Company or anyone affiliated to/ with the Company or any of its consortium partners or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any license (s) conferred by an Agreement/ contract or by any law in force within the State of India to have occurred because of any non compliance of any terms therein, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) take such steps as will be required to ensure that the product, Good, service or data or information no longer infringes the terms of license within the state of India or any state.

5.2.2. In the event the Company is unable to accomplish any of the three undertakings set forth above in Clause 5.2.1, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

5.2.3. Non-Indian Infringement:

In the event of any claim, demand, or action alleging that the Company or anyone affiliated to Company or any consortium partners of Company or any of their employees or servants or agents, breach any/ the terms of license (s) conferred by contract or by any law in force Outside India because of any product, good, service, data, then Company shall cooperate with the Purchaser in the Purchaser's defence of such claim and, if requested by the Purchaser, take such steps as will be required to ensure that the product, Good, service or data

or information no longer infringes the terms of license within the state of India or any state or replace such license products, good, service or data or information with ones having equivalent functions and efficiency. The Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ harm/ injury and/ or harassment caused to it.

5.3. General Public Licences/ Open Source Licences:

5.3.1. The Company shall be at liberty to use any/ all such General Public Licences (GPL)/ Open Source Licences or Software (OSL) provided that the Company has obtained a prior written approval for the same from the Purchaser and adheres to all the provisions of such GPL/ OSL.

5.3.2. In the event that the Company or anyone affiliated to/ with the Company or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any General Public License (s)/ Open Source Licences or Software conferred by an Agreement/ contract/ Licence or by common law or by any law in force within the state of India or any State alleged to have occurred because of any non-compliance of any terms therein, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such products, goods, services or data or information or portion thereof;
- (ii) replace the same with non-infringing product, good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) take such steps as will be required to ensure that the product, good, service or data or information no longer infringes the terms of license within the State of India or any State.

5.3.3. In the event the Company is unable to accomplish any of the three undertakings set forth hereinabove in Clause 5.3.2, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

5.4. The Purchaser's Infringement Responsibilities:

To receive the foregoing indemnity, the Purchaser must notify the Company in writing of a claim/ suit or any other proceedings promptly and provide all reasonable cooperation (at the Company's expense) and full authority to defend and settle the claim/ suit or any other proceedings. The Company shall not have any obligation to indemnify the Purchaser under any settlement made without Company's consent.

IN WITNESS WHEREOF the Company has caused its Seal to be affixed hereto and to a duplicate hereof on the date first above written and the *UIDAI* have caused the same to be executed by the hand of an authorised official, in the presence of each other and at the above written date.

The Seal and signature
of the authorised representative
of the [COMPANY] has been
affixed pursuant to the resolution
of its Board of Directors
dated the_____ day,
which has hereunto been affixed in the presence of:

Signature of the
Authorised Official
Of the UIDAI

Shri _____,
Directors who have signed
these presents in token thereof

and countersigned by

Shri _____,
the authorised officer /Company Secretary.

Attachment - 3: Contract form

THIS AGREEMENT is made on this the _____ day of _____ 2012

AMONG

The **President of India** acting through the (hereinafter referred to as **Purchaser**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the **FIRST PART**.

AND

The Party _____ (hereinafter referred to as the **GRCP Services Provider or “GRCP-SP”**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the **SECOND PART**.

Each individually referred to as the “Party” and collectively as “Parties”

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender _____ (hereinafter referred to as “Tender”) for **“RFP for the Selection of the GRCP-SP”**.
- (b) The GRCP-SP had submitted its proposal dated _____ (hereinafter referred to as the ‘Bid’) for the provision of such systems and services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender and this Contract/ Agreement.
- (c) The Purchaser has agreed to appoint the GRCP-SP for the provision of such systems and services and the GRCP-SP has agreed to provide Goods and Services as are represented in the Bid, including the terms of this Contract/ Agreement, the Annexures and Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and the contract/ Agreement.
- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, for implementation of this contract/ Agreement.

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 General 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) the Purchaser's Notification of Award
 - (b) the Bidder's Acceptance of Award
 - (c) the Request for Proposal published by UIDAI and clarifications, amendments and corrigendum issued on the same
 - (d) the General Conditions of Contract and
 - (e) the Service Level Agreements
3. In consideration of the payments to be made by the Purchaser to the GRCP-SP as hereinafter mentioned, the GRCP-SP hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract/ Agreement.
4. The Purchaser hereby covenants to pay the GRCP-SP in consideration of the provision of the Goods and 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.

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 and on behalf of: _____ **(the Purchaser)**

By: _____

In the presence of: _____

Signed, Sealed and Delivered

For and on behalf of: _____ **(the GRCP-SP)**

By: _____

In the presence of: _____

(Authority of the signatory to be attached)