**REQUEST FOR PROPOSAL**

**Standard Form of Contract**

**Vol – III**

**For**

**Selection of Software Solution Provider**

**for**

**Development of**

**State Resident Data Hub**

**Application Framework**

**Unique Identification Authority of India**

**<Insert Name of Registrar>**

**Request for Quotation (RFQ)**

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**Contract for Bidders’ Services**

**Lump-Sum**

between

[name of the Employer]

and

[name of the Bidder]

Dated:

## 1.1 Contract Form

**LUMP – SUM**

(All notes should be deleted in final text)

THIS AGREEMENT is made on this\_\_\_\_\_\_\_\_ (eg. 3rd) day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(eg. February),\_\_\_\_\_(eg. 2011), between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Software Solution Provider”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz.,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (eg. Name of bid) vide their bid document number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Software Solution Provider for the supply of those Services in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this 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 Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
   1. The General Conditions of Contract;
   2. The Special Conditions of Contract;
   3. The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]:*
      1. Appendix A: Description of Services
      2. Appendix B: Reporting Requirements
      3. Appendix C: Staffing Schedule
      4. Appendix D: Total Cost of Services
      5. Appendix E: Duties of the Purchaser
      6. Appendix F: Form of Bank Guarantee Bond
3. The mutual rights and obligations of the Purchaser and the Software Solution Provider shall be as set forth in the Contract, in particular:
   1. the Software Solution Provider shall carry out the Services in accordance with the provisions of the Contract; and
   2. the Purchaser shall make payments to the Software Solution Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Purchaser]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Authorized Representative]*

For and on behalf of *[name of Software Solution Provider]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Authorized Representative]*

[***Note****: If the Software Solution Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the *Software Solution Provider*

*[Name of member]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Authorized Representative]*

## 1.2 General Conditions of Contract

## 1. General Provisions

|  |  |
| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  (a) “Applicable Law” means the laws and any other instruments having the force of law in India.  (b) “Purchaser” means the entity purchasing the services under this Contract  (c )“Software Solution Provider” means any entity or person whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under the Contract.  (d) “Contract” means the Agreement entered into between the Purchaser and the Software Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC),all the attachments, appendices, annexure, and all documents incorporated by reference therein  (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract  (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.  (g) “GC” means these General Conditions of Contract.  (h) “Government” means the Government of India.  (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.  (j) “Party” means the Purchaser or the Software Solution Provider, as the case may be, and “Parties” means both of them.  (k) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.  (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.  (m) “Services” means the work to be performed by the Software Solution Provider pursuant to this Contract, as described in Appendix A hereto.  (n) “Bidder” means the entity bidding for the services under the Contract.  (o) “Resident” means normal resident of India  (p) “UIDAI” means Unique Identification Authority of India  (q) “In writing” means communicated in written form with proof of receipt. |
| 1.2 Relationship Between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Software Solution Provider. The Software Solution Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1.3 Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. |
| 1.4 Language | This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.5 Notices |  |
| 1.5.1 | Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC. |
| 1.5.2 | A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC. |
| 1.6 Location | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve. |
| 1.7 Authorized Representa­tives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC. |
| 1.8 Taxes and Duties | The Software Solution Provider and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India |
| 1.9 Fraud and Corruption |  |
| 1.9.1 Definitions | It is the Purchaser’s policy to require that the Purchaser as well as Software Solution Providers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Software Solution Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:  (a) defines, for the purpose of this provision, the terms set forth below as follows:  (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;  (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition  (iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;  (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;  (v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to; |
| 1.9.2 Measures to be taken by the Purchaser | (a) The Purchaser may terminate the contract if it determines at any time that representatives of the Software Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Software Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;  (b) The Purchaser may also sanction against the Software Solution Provider, including declaring the Software Solution Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Software Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract |
| 1.9.3 Commissions and Fees | c) Purchaser will require the successful Software Solution Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |
| 1.10 Interpretation | In this Contract unless a contrary intention is evident:  (a) the clause headings are for convenient reference only and do not form part of this Contract;  (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;  (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;  (d) a word in the singular includes the plural and a word in the plural includes the singular;  (e) a word importing a gender includes any other gender;  (f) a reference to a person includes a partnership and a body corporate;  (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;  (h) 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;  (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail |

2. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2.2 Termination of Contract for Failure to Become Effective | If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 2.3 Commence­ment of Services | The Software Solution Provider shall begin carrying out the Services not later than 10 days after the Effective Date specified in the SC. |
| 2.4 Expiration of Contract | Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. |
| 2.5Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein. |
| 2.6 Modifications or Variations | a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.  (b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required. |
| 2.7 Force Majeure |  |
| 2.7.1 Definition | a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.  (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.  (c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder. |
| 2.7.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.7.3 Measures to beTaken | (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.  (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.  (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.  (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Software Solution Provider, upon instructions by the Purchaser, shall either:  (i) Demobilize,; or  (ii) Continue with the Services to the extent possible, in which case the Software Solution Provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.  (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8. |
| **2.8 Suspension** | The Purchaser may, by written notice of suspension to the Software Solution Provider, suspend all payments to the Software Solution Provider hereunder if the Software Solution Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Software Solution Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Software Solution Provider of such notice of suspension. |
| 2.9 Termination |  |
| 2.9.1 By the Purchaser | The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days’ written notice of termination to the Software Solution Provider, and sixty (60) days’ in the case of the event referred to in (l).  (a) If the Software Solution Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.  (b) If the Software Solution Provider becomes (or, if the Software Solution Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.  (c) If the Software Solution Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.  (d) If, as the result of Force Majeure, the Software Solution Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.  (e) If the Software Solution Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.  (f) If the Software Solution Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.  (g) If the Software Solution Provider fails to provide the quality services as envisaged under this Contract. The purchaser / UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The purchaser / UIDAI may decide to give one chance to the Software Solution Provider to improve the quality of the services.  h) If the Software Solution Provider has been blacklisted by the UIDAI or disqualified for any reason including for no longer meeting the empanelment criteria laid down by the UIDAI based on which the Software Solution Provider was empanelled.  (i) If the Software Solution Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.  (j) If the Software Solution Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.  (k) Purchaser reserves the right to terminate the agreement with theselected Software Solution Provider or reduce the project cost at any stage of theproject if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment ona full-time basis as proposed by Software Solution Provider  l)If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.  m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Software Solution Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Software Solution Provider shall continue performance of the Contract to the extent not terminated |
| 2.9.2 By the Software Solution Provider | The Software Solution Providers may terminate this Contract, by not less than thirty (30) days’ written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:  (a) If the Purchaser fails to pay any money due to the Software Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Software Solution Provider that such payment is overdue.  (b) If, as the result of Force Majeure, the Software Solution Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.  (c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.  (d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Software Solution Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Software Solution Provider’s notice specifying such breach. |
| 2.9.3 Cessation of Rights and Obligations | Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Software Solution Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law. |
| 2.9.4 Cessation of Services | Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Software Solution Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Software Solution Provider and equipment and materials furnished by the Purchaser, the Software Solution Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof. |
| 2.9.5 Payment upon Termina­tion | Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Software Solution Provider:  (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i),,k and l or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;  (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h) and (j).theSoftware Solution Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Software Solution Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date. |
| 2.9.6 Disputes about Events of Termination: | If either Party disputes whether an event specified in paragraphs (a) through (l) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. |
| 2.10 Extension of Contract | The contract shall be extended for a period as required by the Purchaser based on mutual agreement. The rates used for the calculation of the ‘Total Cost of Services’ as given in Appendix Dshall be effective for such extension. |

3. Obligations of the Software Solution Provider

|  |  |
| --- | --- |
| 3.1 General |  |
| 3.1.1 Standard of Perform­ance | The Software Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Software Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser’s legitimate interests in any dealings with third Parties. |
| 3.2 Software Solution Providers Not to Benefit from Commis­sions, Dis­counts, etc. | a) The payment of the Software Solution Provider pursuant to Clause GC 6 shall constitute the Software Solution Provider’s only payment in connection with this Contract or the Services, and the Software Solution Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Software Solution Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.  (b) Furthermore, if the Software Solution Provider, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Software Solution Provider shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Software Solution Provider in the exercise of such procurement responsibility shall be for the account of the Purchaser. |
| 3.3 Prohibition of Conflicting Activities | The Software Solution Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
|  | The Software Solution Provider agrees that, during the term of this Contract and after its termination, the Software Solution Providerand any entity affiliated with the Software Solution Provider, as well as any Sub-Software Solution Providers and any entity affiliated with such Sub-Software Solution Providers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Software Solution Provider’s Services for the preparation or implementation of the project. |
|  | The Software Solution Providershall hold the Purchaser’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Software Solution Provider shall promptly disclose the same to the Purchaser and seek its instructions. |
| 3.4General Confidentiality | Except with the prior written consent of the Purchaser, the Software Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Software Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 3.5 Insurance to be Taken Out by the Software Solution Provider | The Software Solution Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (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 have been paid. |
| 3.6 Accounting, Inspection and Auditing | (a) The Software Solution Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.  (b) The Purchaser shall have the right to carry out inspection checks, audits of the Software Solution Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract.  (c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations and oversee the processes and operations of the Software Solution Provider |
| 3.7 Software Solution Provider’s Actions Requiring Purchaser’s Prior Approval | The Software Solution Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:  (a) Any change or addition to the Personnel listed in Appendix C.  (b) Subcontracts: the Software Solution Provider may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Purchaser”. Notwithstanding such approval, the Software Solution Provider shall always retain full responsibility for the Services. In the event that any Sub-Software Solution Providers are found by the “Purchaser” to be incompetent or incapable or undesirable in discharging assigned duties, the “Purchaser” may request the Software Solution Provider to provide a replacement, with qualifications and experience acceptable to the “Purchaser”, or to resume the performance of the Services itself. |
| 3.8 Reporting Obligations | (a) The Software Solution Provider shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.  (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix. |
| 3.9 Rights of Use | (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Software Solution Provider under this Contract shall become and remain the property of the Purchaser, and the Software Solution Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with a detailed inventory thereof.  (b) The Software Solution Provider shall not use such documents anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Software Solution Providerand third parties for purposes of development of any such computer programs, the Software Solution Provider shall obtain the “Purchaser’s prior written approval to such agreements, and the “Purchaser” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. |
| 3.10 Equipment, Vehicles and Materials Furnished by the Purchaser | Equipment, vehicles and materials made available to the Software Solution Provider by the Purchaser, or purchased by the Software Solution Provider wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Software Solution Provider shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser’s instructions. While in possession of such equipment, vehicles and materials, the Software Solution Provider, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser in an amount equal to their full replacement value. |
| 3.11 Equipment & Materials Provided by the Software Solution Providers | Equipment or materials brought into India by the Software Solution Provider and the Personnel and used either for the Project or personal use shall remain the property of the Software Solution Provider or the Personnel concerned, as applicable. |
| 3.12 Intellectual Property Rights (IPR) | (a) The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the UIDAI. However Software Solution Provider may use it for other Government projects after obtaining written consent of the Purchaser.  The Software solution provider may use pre existing IP for the deliverables on a non exclusive license basis. No transfer of IP shall be applicable to such pre existing IP. |
| 3.13 Assignment | The Software Solution Provider shall not assign, in whole or in part, their obligations under this Contract |

4. Software Solution Provider’s Personnel

|  |  |
| --- | --- |
| 4.1 General | The Software Solution Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. |
| 4.2 Description of Personnel | (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Software Solution Provider's Key Personnel are as per the proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Purchaser", his/her name is listed as well.  (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Software Solution Providerby written notice to the "Purchaser", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Purchaser's” written approval.  (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Purchaser" and the Software Solution Provider. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement. |
| 4.3 Approval of Personnel | The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Purchaser". In respect of other Personnel which the Software Solution Provider proposes to use in the carrying out of the Services, the Software Solution Provider shall submit to the "Purchaser" for review and approval a copy of their Curricula Vitae (CVs). If the "Purchaser" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Purchaser" |
| 4.4 Removal and/or Replacement of Personnel | (a) Except as the "Purchaser" may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Software Solution Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Software Solution Provider shall provide as a replacement a person of equivalent or better qualifications.  (b) If the "Purchaser" finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Software Solution Provider shall, at the "Purchaser’s" written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the "Purchaser" .  (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Software Solution Provider may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Purchaser".The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Software Solution Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced. |
| 4.2Project Manager | If required by the SC, the Software Solution Provider shall ensure that at all times during the Software Solution Provider's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services. |

5. Obligations of the Purchaser

|  |  |
| --- | --- |
| 5.1 Assistance and Exemptions | Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:   1. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. 2. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.   (c) Provide to the Software Solution Provider and Personnel any such other assistance as may be specified in the SC.  (d) Other assistance/ exemption as specified in SC 5.1 (c) |
| 5.2 Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Software Solution Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Software Solution Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Software Solution Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b). |
| 5.3 Services, Facilities and Property of the Purchaser | (a) The Purchaser shall make available to the Software Solution Provider and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix Eat the times and in the manner specified in said Appendix.  (b) In case that such services, facilities and property shall not be made available to the Software Solution Provider as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Software Solution Provider for the performance of the Services . |
| 5.4 Payment | In consideration of the Services performed by Software Solution Provider under this Contract, the Purchaser shall make to the Software Solution Provider such payments and in such manner as is provided by Clause GC 6 of this Contract. |
| 5.5 Counterpart Personnel | (a) If necessary, the Purchaser shall make available to the Software Solution Provider free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Software Solution Provider's advice, if specified in Appendix E.  (b) Professional and support counterpart personnel, excluding Purchaser’s liaison personnel, shall work under the exclusive direction of the Software Solution Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Software Solution Provider that is consistent with the position occupied by such member, the Software Solution Provider may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request. |

6. Payments to the Software Solution Provider

|  |  |
| --- | --- |
| 6.1 Total Cost of Services | (a) The total cost of the Services payable is set forth in Appendix D as per the Software Solution Provider's proposal to the Purchaser and as negotiated thereafter.  (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.  (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Software Solution Provider in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. |
| 6.2 Currency of Payment | All payments shall be made in Indian Rupees |
| 6.3 Terms of Payment | The payments in respect of the Services shall be made as follows:   1. The Software Solution Provider shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.   (b) Once a milestone is completed, the Software Solution Provider shall submit the requisite deliverables as specified in this Contract. The Purchaser shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release 75% of the payment for the respective deliverable without further delay (maximum 30 days) and the Software Solution Provider shall produce a Bank Guarantee for the same. The remaining 25% of the payment for the respective deliverable shall be paid on acceptance of the deliverable by the Purchaser. The Bank Guarantee shall be released when the Purchaser accepts the respective deliverable.  (c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Software Solution Provider and approved as satisfactory by the “Purchaser”. The Services shall be deemed completed and finally accepted by the “Purchaser” and the final report and final statement shall be deemed approved by the “Purchaser” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Purchaser” unless the “Purchaser”, within such ninety (90) day period, gives written notice to the Software Solution Provider specifying in detail deficiencies in the Services, the final report or final statement. The Software Solution Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Purchaser” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Software Solution Provider to the “Purchaser” within thirty (30) days after receipt by the Software Solution Provider of notice thereof. Any such claim by the “Purchaser” for reimbursement must be made within twelve (12) calendar months after receipt by the “Purchaser” of a final report and a final statement approved by the “Purchaser” in accordance with the above.  (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Software Solution Provider and the Software Solution Provider has made presentation to the Purchaser (Mention this if presentation is required) with / without modifications to be communicated in writing by the Purchaser to the Software Solution Provider.  (e) If the deliverables submitted by the Software Solution Provider are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Software Solution Provider. This is without prejudicing the Purchaser's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Software Solution Provider only after it re-submits the deliverable and which is accepted by the Purchaser.  (f) All payments under this Contract shall be made to the accounts of the Software Solution Provider specified in the SC.  (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Software Solution Provider of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Software Solution Provider in writing and the Software Solution Provider has made necessary changes as per the comments / suggestions of the Employer communicated to the Software Solution Provider.  (h) In case of early termination of the contract, the payment shall be made to the Software Solution Provider as mentioned here with:   1. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Software Solution Provider shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified. 2. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Software Solution Provider in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax. |

7. Good Faith

|  |  |
| --- | --- |
| 7.1 Good Faith | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof. |

8. Settlement Of Disputes

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| --- | --- |
| 8.1 Amicable Settlement | Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable. |
| 8.2 Arbitration | (a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Software Solution Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Software Solution Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.  (b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.  (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Software Solution Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. |

9. Liquidated Damages and Penalties

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| --- | --- |
| 9.1 | The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. |
| 9.2 | **Capping of Penalties**   |  |  |  | | --- | --- | --- | | **S.no.** | **Description** | **Penalty Capping Value** | | 1 | All penalties | 10% of the project value | |
| 9.3 | **Milestone based penalty chart**   | **Description** | **Metric** | **Penalties** | **Remarks** | | --- | --- | --- | --- | | Completion of design phase | Delay up to 2 weeks | Rs. 1,00,000 per week |  | | 3 – 4 weeks | Rs. 2,00,000 per week |  | | > 4 weeks | Rs. 40,000 per day | Purchaser may decide to terminate the contract | | Completion of Build Phase | Delay up to 2 weeks | Rs. 2,00,000 per week |  | | 3 – 4 weeks | Rs. 2,50,000 per week |  | | > 4 weeks | Rs. 50,000 per day | Purchaser may decide to terminate the contract | | Completion of System Test | Delay up to 1 week | Rs 3,00,000 per weeks |  | | 1 – 2 weeks | Rs 4,00,000 per week | Purchaser may decide to terminate the contract | | >3 weeks | Rs 70,000 per day | Purchaser may decide to terminate the contract | | Closure of all High and Medium severity defects by end of UAT | Per day | Rs 70,000 per day | If start of Pilot is delayed by more than 1 week then purchaser may decide to terminate the contract | | Completion of Pilot | Per week | Rs 10,00,000 per week | Purchaser may decide to terminate the contract if delay exceeds 2 weeks |   **Deployment of Named Resources**  SSP will provide resumes of Key Professional Staff members along with the proposal. Key Staff members will include Technology Advisor/ Sr. Solution Architect, Solution Architect, Project Manager, Software Designer, Tech lead/Sr. Developer. It is expected that these resources are made available to the project by the committed date.  **1. Key resources**  If the SSP fails to bring the resource onboard by the committed date then penalty will be levied as quality of deliverables and the project timelines will be impacted. In such a case, additional penalty of Rs 50,000 per week of delay will be imposed on the SSP.  **2. Non-Key resources**  UIDAI expects that the SSP does not replace resources during the course of the project. In case a non-key resource is replaced then sufficient overlap with the incumbent resource should be provided so that quality of deliverables does not get impacted and no milestone is missed |

10. Adherence to Rules & Regulations

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| --- | --- |
| 10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions | (a) The Software Solution Provider shall comply with the provisions 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 the Software Solution Provider shall abide by these laws.  (b) The Software Solution Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Software Solution Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.  c) The Software Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).  (d) The Software Solution Provider 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  (e) The Software Solution Provider shall at all times indemnify the Purchaser for any loss arising out of this clause while providing its services under the Project. |

11. Limitation of Liability

|  |  |
| --- | --- |
| 11.1 Limitation of Liability | Except in case of gross negligence or willful misconduct:  (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Software Solution Provider to pay liquidated damages to the Purchaser; and  (b) The aggregate liability of the Software Solution Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Software Solution Provider to indemnify the Purchaser with respect to patent infringement  (c) The Purchaser shall not be liable to theSoftware Solution Providerin case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GCC of this contract. |

12. Miscellaneous Provisions

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| --- | --- |
| 12.1 Miscellaneous Provisions | 1. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. 2. The Software Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. 3. Each member/constituent of the Software Solution Provider, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract. 4. The Software Solution Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. 5. The Software Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Software Solution Provider. 6. The Software Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Software Solution Provider, in respect of wages, salaries, remuneration, compensation or the like. 7. All claims regarding indemnity shall survive the termination or expiry of the Contract. 8. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc. 9. The Software Solution Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser |

## 1.3 Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

(Clauses in brackets { } are optional; all notes should be deleted in final text)

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the  General Conditions of Contract** |
| **1.5** | The addresses are:  Purchaser: <Designation>  Attention: <Address>  Facsimile:  E-mail:  Software Solution Provider:    Attention:  Facsimile:  E-mail: |
| **{1.7}** | {The Software Solution Provider is *[insert name]*} |
| **1.7** | The Authorized Representatives are:  For the Purchaser: Name of Officer  For the Software Solution Provider: |
| **2.1** | The effective date of the Contract: |
| **2.3** | The date for the commencement of Services: <Within 15 days from award of Letter of Intent by UIDAI> |
| **2.4** | The time period shall be: <Enter number of months> |
| **3.5** | The risks and the coverage shall be as follows:  (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Software Solution Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;  (b) Third Party liability insurance, with a minimum coverage of the value of the contract  (c) Professional liability insurance, with a minimum coverage of the value of the contract  (d) Purchaser’s liability and workers’ compensation insurance in respect of the Personnel of the Software Solution Provider and 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; and  (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Software Solution Provider’s property used in the performance of the Services, and (iii) any outputs prepared by the Software Solution Provider in the performance of the Services. |
| **5.1 (c)** | The Purchaser shall provide the following assistance and exemptions to the Software Solution Provider for the effective implementation of the services under this Contract:  <The Purchaser may include the relevant provisions here> |
| **6.2** | The amount in Indian Rupees (INR) is *[insert amount]*. |
| **6.3** | **General terms and conditions of Payment Schedule**  1) All payments shall be made by the Purchaser in favour of the Software Solution Provider  2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.  3) Software Solution Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.  4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.  5) Power to withhold :Not withstanding any thing contained in the payment schedule mentioned below ,if in the opinion of the Purchaser, any work done or supply made or service rendered by Software Solution Provider is deficient in any manner incomparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Software Solution Provider, till such work/supply/service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/right of the purchaser under this contract.  6) All payments under this Contract shall be made to the account of the Software Solution Provider with (Bank& A/c No.):  Payments will be made by the Purchaser to the Software Solution Provider as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:   |  |  |  | | --- | --- | --- | | **PaymentScheduleS.no.** | **Milestone Description** | **Payment Details** | | **Development phase** | | | |  | Acceptance of Design Document by Purchaser | 25% of amount quoted for remuneration cost and OPE | |  | Completion of PoC and Acceptance of PoC report | 30% of amount quoted for remuneration cost and OPE | |  | Sign off on Development Phase | 45% of amount quoted for remuneration cost and OPE | | **Maintenance phase (Warranty)** | | | | 1 | Maintenance phase (after deployment of Application Framework) | Half of the amount quoted for Warranty will be paid on completion of each quarter. | | **Bill of Material** | | | | 1 | Sign off Development phase | 40% | | 2 | 3 months after Sign off of Development phase | 30% | | 3 | 6 months after Sign off of Development phase | 30% | | **Remarks**  1) The bidder is required to provide the necessary support to the security audit agency in doing the security audit and also provide the inputs required for preparation for security audit report. The sign off on the project however will be provided only after the security audit concerns are addressed by the bidder.  2) All the payments above will be made subject to applicability of SLA | | | |
| **8.2 (a)** | <Name of the Authority who will appoint the Presiding Arbitrator> |
| **8.2 (b)** | The Arbitration proceedings shall take place in <Enter City> in India. |

Binding signature of Purchaser Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Binding signature of Contractor Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized vide Resolution

No\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_ of the Board of Directors of \_\_\_\_\_\_\_\_\_\_\_)

In the presence of

(Witnesses)

1.

2.

## 1.4 Appendices to contract

Appendix A - Description of Services

*[Note: This Appendix will include the final Scope of Work (SOW), dates for completion of various tasks, locations of performance for different tasks/ activities, specific tasks/ activities /outcomes to be reviewed, tested and approved by Purchaser, etc.]*

Appendix B – Reporting Requirements

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

**Appendix C**

**STAFFING SCHEDULE**

*(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)*

Appendix D– Total Cost of Services

*(Include here the rates quoted in the financial bid or the negotiated rates, whichever is applicable)*

Appendix E– Duties of the Purchaser

*(Include here the list of Services, facilities and property to be made available to the Software Solution Provider by the Purchaser).*

Appendix F - Letter for Bank Guarantee

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Guarantee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantee cover from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last date for lodgment of claim\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Deed of guarantee executed by the ……………..(name of Bank) having its Central Office at …………………. and amongst other places, a Branch at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as 'the Bank’) in favour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and the Guarantee shall remain in full force up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (last date of the claim)

**BANK GUARANTEE**

To

*(name and address of purchaser)*

Dear Sir,

BANK GUARANTEE

WHEREAS

…………….(Company name), a ………… company registered under the Companies Act, 1956having its registered and corporate office at ……………….., hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Herein after, referred to as "contract") with *(name of the purchaser)*  as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, …………….(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR ………. (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ……………. (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es),as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

1. Requiring beneficiary to pursue legal remedies against …………….(Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as a aforesaid and if sent by post, it shall be deemed lo have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR …………(Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

*This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.*

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such count.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR ………………(Amount in words).

This Bank Guarantee shall be valid only up to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(date)

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before\_\_\_\_\_\_\_\_\_\_\_\_\_(date).

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day\_\_\_\_\_\_\_\_\_\_\_\_2008

Yours faithfully,

For and on behalf of the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.