

Letter of empanelment of Consultants and Software Solution Providers

This Agreement is made on xxxxxx day of xxxxxxxx 2011.

Between,

Unique Identification Authority of India (here in after referred as UIDAI), Government of India, Planning Commission, which expression here of includes its successors, administrators and assigns) represented through the **Deputy Director General, (DDG) UIDAI**, who is duly authorised by the UIDAI to execute this Agreement of the first part,

And

M/s ----- a *Company/Firm/Society* registered under *Companies Act 1956/ India Partnership Act 1932/ Society constituted under any Ministry/Department of the Government of India and registered under the Societies Registration Act 1860 (as applicable)*, having its registered office at -----
----- (herein after referred as -----, which expression here of includes its successors, administrators, and assigns) represented through the **(Designation of the Authorised Signatory)** who is duly authorised by < *Company/Firm/Society* > to execute this Agreement of the second part.

- 2 Consequent upon the due completion of the bid evaluation process of the bids received in response to the Request for Empanelment for Consultants and Software Solution Providers put out by UIDAI and M/s ----- having executed a Performance Bank Guarantee of Rs 10/5/2.5 lakh (as applicable) after being declared qualified for empanelment, **this agreement sets out that the UIDAI has empanelled M/s ----- as Consultants/Software Solution Providers/Consultants and Software solution providers in Tier I /Tier II/Tier III (as applicable) on the following terms and conditions**, for providing Consultancy/ Application Development and IT Support services to UIDAI and the Ministries and Departments of Government of India and Government Departments in the States and Union Territories who partner with UIDAI either as Registrars or as Implementing Departments to leverage the full potential of the UID numbers (Aadhaar numbers) in their processes and to use Aadhaar authentication services for driving efficient service delivery.
- 3 **Period of empanelment:** The empanelment shall initially be for a period of three years from the date of execution of this agreement extendable to five years upon review of performance and on mutually agreed terms.
- 4 **Man month rate:** The 'Man month rate' of the various resources identified for Consultancy and Software development as finalized are indicated in Annexure I and Annexure II respectively, which

shall be effective from the date of execution of this agreement. The Man month rate shall be subject to an annual escalation of 5 per cent.

- 5 **Engagement:** This empanelment does not confer any right for engagement. The Registrars/ Implementing Departments/UIDAI may engage the empanelled Companies/Firms/Societies for providing consultancy services and/or software development. It is expected that:
- a. The Registrars/Implementing departments/UIDAI would specifically define the scope of engagement, which may include components beyond the defined scope in this RFE and call for a limited 'Request For Quotation' from amongst the empanelled Companies/ Firms/Societies.
 - b. The Companies/ Firms/Societies shall then have to estimate the man month effort with reference to the precise scope of work defined in the Request For Quotation, the corresponding Total Resource cost arrived at by reckoning the Man-month rate (as given in Annexures I and II), travel cost (which shall not be more than 15 per cent of the total Resource Cost), direct material cost (Bill Of Materials) and other costs as may be relevant.
 - c. After following an appropriate evaluation mechanism, the Registrars/Implementing agencies would issue a work order for the assignment to the most suitable bidder.
 - d. The payment terms, penalties for delays in completion of the Project shall be finalized by the respective Registrars/Implementing departments /UIDAI while awarding the work order.
- 6 **Termination of empanelment for dissolution/insolvency:** The UIDAI may at any time terminate the empanelment by giving a written notice of at least thirty days to the Company/Firm/Society without any compensation if the empanelled Company/Firm/Society becomes bankrupt or otherwise insolvent or in case of dissolution/winding up of the Company/Firm/Society, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to the UIDAI.
- 7 **Termination of empanelment for default:** The empanelment shall be terminated in case of default. Default is said to have occurred when (i) there is a breach of any of the terms and conditions of empanelment (ii) the Registrars/Implementing departments intimate UIDAI of the failure of the Company/Firm/Society in discharging any obligation arising out of the contract/work order issued by them for specific engagements or of unsatisfactory performance and (iii) continued refusal of the empanelled Company/Firm/Society to participate in the bidding process of the various Registrars /Implementing departments/UIDAI on more than three occasions, without valid grounds.

In all the aforesaid cases, failure of the Company/Firm/Society to initiate remedial measures, within thirty days of receipt of default notice from UIDAI or such longer period as UIDAI may specifically authorize in writing, may lead to forfeiture/revocation of the

Performance Bank Guarantee and/or termination of empanelment. UIDAI may also blacklist the Company/Firm/Society.

- 8 **Termination of empanelment for convenience:** Either party may at any time terminate the empanelment by giving a written notice of at least thirty days on the other party provided that the Company /Firm / Society should not have any outstanding obligation in respect of any contract/work order issued by the Registrars /Implementing Departments/UIDAI for specific engagements.
- 9 **No claim certificate:** The empanelled Company/Firm/Society shall not be entitled to make any claim, whatsoever, against the UIDAI under or by virtue of or arising out of the empanelment nor will the UIDAI entertain or consider any such claim for the jobs accepted post empanelment.
- 10 **Confidentiality:** The empanelled Company/Firm/Society and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the UIDAI, without the prior consent of the UIDAI.
- 11 **Outsourcing:** The empanelled Company/Firm/Society shall not outsource the work to any other associate/franchisee/third party under any circumstances.
- 12 **Change of name:** During the period of empanelment If the name of the Company/Firm/Society has undergone a change due to acquisition, amalgamation etc, the Company/Firm/Society shall inform the UIDAI within thirty days of the event. In such cases, all the obligations under the contract with the UIDAI should be passed on for compliance to the new Company/Firm/Society.
- 13 **Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled Company/Firm/Society shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled Company/Firm/Society shall promptly notify to the UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the empanelled Company/Firm/Society shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

- 14 **Arbitration and jurisdiction:** The UIDAI and the empanelled Company/Firm/Society shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the UIDAI and the empanelled firm/company not covered by this agreement such dispute shall be referred to three arbitrators, one each to be appointed by each party and the third to be appointed by the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. The award of the Arbitrators shall be binding upon the parties to the dispute. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996. The arbitration proceedings shall be held in New Delhi.
- 15 **Jurisdiction:** This agreement shall be governed by and construed by in accordance with the laws of India and the Courts of Delhi shall have jurisdiction.
- 16 **Limitation of liability:** Except in case of gross negligence or willful misconduct 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.

The aggregate liability of the empanelled Company/Firm/Society to UIDAI under this empanelment, shall not exceed the amount of the Performance Bank Guarantee executed by the empanelled Company/Firm/Society. Provided that this limitation shall not apply to the obligations to indemnify the Registrars/Implementing departments /UIDAI arising out of the contracts/Work orders issued for specific engagements.

The parties agree to be bound by the terms and conditions of this Agreement in witness whereof they have signed it through their authorised representative on this ----- day of ----- - 2011.

Sealed, Signed and Delivered by

For and on behalf of UIDAI.

**For and on behalf of
Company/Firm/Society**

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by