

**Request for Proposal**  
**for**  
**Selection of an Agency for**  
**Support in Implementation of Next-Gen**  
**CPGRAMS**

(Volume 3 of 3 – Master Service Agreement)

RFP No.: S-15/35/2024-PG dated 23.10.2024



प्रशासनिक सुधार और लोक शिकायत विभाग

**DEPARTMENT OF**  
**ADMINISTRATIVE REFORMS**  
**& PUBLIC GRIEVANCES**

**DEPARTMENT OF ADMINISTRATIVE REFORMS AND**  
**PUBLIC GRIEVANCES(DARPG)**

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS,**  
**GOVERNMENT OF INDIA**

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**DISCLAIMER**

This RFP is not an offer by Department of Administrative Reforms and Public Grievances (DARPG) under Ministry of Personnel, Public Grievances and Pensions, Government of India, but an invitation to receive electronic proposals/e-bids from interested eligible bidders for **Request for Proposal for Selection of an Agency for Support in Implementation of Next-Gen CPGRAMS (Next Generation Centralized Public Grievance Redress and Monitoring System)** bearing **RFP No S-15/35/2024-PG dated 23.10.2024** for Department of Administrative Reforms and Public Grievances (DARPG).

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between DARPG and the successful bidder.

This RFP is being issued with no financial commitment and DARPG reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

## **Master Service Agreement**

**THIS MASTER SERVICE AGREEMENT (“Agreement”)** is made on this the <<Date>> day of <<Month>> <<2024>> at <<Place>>, India.

**Department of Administrative Reforms and Public Grievances (DARPG)** having its office at ‘5th Floor, Sardar Patel Bhawan, Sansad Marg, NEW DELHI 110001’ And ‘4Th & 6Th Floor, Jawahar Vyapar Bhawan, HC Mathur Lane, New Delhi 110001, India’ hereinafter referred to as ‘**DARPG**’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

AND

<<Company Name>>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <<Company Address>> (hereinafter referred to as ‘**Agency**’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS:

1. DARPG is desirous to implement the project of “Next-Gen CPGRAMS Portal”.
2. In furtherance of the same, DARPG undertook the selection of a suitable agency through CPPP bidding process for implementing the Project and in this behalf issued Request for Proposal RFP by DARPG.
3. The agency has been selected on the basis of the CPPP bid, to undertake the Project of the Next-Gen CPGRAMS Portal, its roll out and sustained operations.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

# 1 Definitions and Interpretation

## 1.1 Definitions

### 1.1.1 Adverse Effect: means material adverse effect on

- a) The ability of the agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
- b) The legal validity, binding nature, or enforceability of this Agreement

### 1.1.2 Agreement: Means this Agreement together with all Articles, Annexures, Schedules, the contents, and specifications of the RFP.

### 1.1.3 Applicable Law(s): Means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, byelaw, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project and all other laws and guidelines mentioned in the RFP.

### 1.1.4 Application: Means the Next-Gen CPGRAMS Portal developed as a part of scope of work set out in this agreement of this RFP.

### 1.1.5 Application Downtime: Means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered.

### 1.1.6 Assets: Means entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the System Integrator exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement.

### 1.1.7 Bespoke Software shall mean the Next-Gen CPGRAMS Portal application designed, developed, tested and deployed by SI for the purposes of rendering the services and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements effected to such software during the tenure of appointment, **but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by SI.**

### 1.1.8 Committee: Means nominated members each from DARPG and any other agencies/ministry/state.

### 1.1.9 Confidential Information: Means all information including department data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of

or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).

**1.1.10 Control:** Means, in relation to any business entity, the power of a person to secure

- a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
- b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership

**1.1.11 Deliverables:** Means the products, infrastructure and services agreed to be delivered by the System Integrator in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.

**1.1.12 Data:** Means all proprietary data of the department or its nominated agencies generated out of operations and transactions, and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement.

**1.1.13 Final Acceptance Test means completion of the following:**

- a) Setting up and operationalization of Next-Gen CPGRAMS Portal application by System Integrator
- b) Design, Deployment, Customization and UAT of the overall Next-Gen CPGRAMS Portal.
- c) Setting up of master data in the Next-Gen CPGRAMS Portal.

**1.1.14 Force Majeure** means any event which is unforeseeable, beyond the control of the affected party and materially affects its capacity to perform this Agreement. Such events may include war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, strikes and earthquakes; effect of restrictions imposed by Governments.

**1.1.15 GoI** shall mean the Government of India.

**1.1.16 Intellectual Property Rights (IPR)** shall mean and include all rights in the application, Bespoke Software, its improvements, upgradations, enhancements, modified versions that may be made from time to time, source code and object code of the software and include all rights relating to designs, copyrights, trademarks, patents, trade secrets and other rights therein.

DARPG, being an owner will absolutely own and have exclusive rights including all intellectual property rights including source code of all modules developed under Next-Gen CPGRAMS Portal, all reports, data and information generated/owned in the course of its engagement. Selected SI will not claim any rights over source code of Next-Gen CPGRAMS Portal modules and any of the data or information generated by it at any point of time. The SI will not use any data or information generated under this RFP for any financial or commercial benefits (other than the provision of services as sought for).

The SI may use certain tools, processes, or methodologies of its own in performing the services of which the lifetime usage rights shall vest with DARPG for smooth operation and maintenance of Next-Gen CPGRAMS Portal modules.

- 1.1.17 Material Breach:** Means a breach by either Party (DARPG or System Integrator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
- 1.1.18 Parties:** Means DARPG and System Integrator jointly for the purposes of this Agreement and “Party” shall be interpreted severely accordingly.
- 1.1.19 Performance Bank Guarantee shall** mean the guarantee provided by SI from a scheduled bank in favor of DARPG for the performance of its obligations under this Agreement.
- 1.1.20 Planned Application Downtime:** means the unavailability of the application services due to maintenance activities such as configuration changes, up gradation, or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the DARPG as applicable.
- 1.1.21 Project:** means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement.
- 1.1.22 Project Implementation** shall mean Project Implementation as per the testing standards and acceptance criteria stated in Schedule III hereto.
- 1.1.23 Project Implementation Phase** shall be from the Effective Date of the Agreement/Contract Signing to the Date of Go Live.
- 1.1.24 Project Timelines** shall have the same meaning described in Section 4, Volume I of the RFP.
- 1.1.25 Replacement System Integrator:** Means any third party that DARPG appoint to replace System Integrator upon expiry of the Term or in the event of termination of this Agreement to undertake the Services or part thereof.
- 1.1.26 Services:** Means the services delivered to the Stakeholders, employees of DARPG, using the tangible and intangible assets created, procured, installed, managed, and operated by the System Integrator including the tools of information and communications technology.



- 1.1.27 Service Level:** Means the level of service and other performance criteria which will apply to the Services delivered by the System Integrator.
- 1.1.28 SLA:** Means the Performance and Maintenance Service Level Agreement executed as part of this Master Service Agreement.
- 1.1.29 System:** Means the System designed, developed / customized, tested and deployed by the System Integrator for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the related third-party System products, proprietary System components and tools deployed by the System Integrator.
- 1.1.30 Third Party Systems** shall mean Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which SI has been granted a license to use and which are used in providing the services under this Agreement.
- 1.1.31 Unplanned Application Downtime:** Means the total time for all the instances where the application is not available for more than **5 consecutive minutes**.

## **1.2 Interpretation**

In this Agreement, unless otherwise specified:

- 1.2.1** References to Clauses, Sub-Clauses, Paragraphs, Schedules, and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement.
- 1.2.2** Use of any gender includes the other genders.
- 1.2.3** References to a '**company**' shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.2.4** References to a '**person**' shall be construed so as to include any individual, firm, company, government, state, or agency of a state, local or municipal authority or government body or any joint venture, association, or partnership (whether or not having separate legal personality).
- 1.2.5** A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re- enacted.
- 1.2.6** Any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight.
- 1.2.7** References to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which the offices of DARPG are generally open for business.
- 1.2.8** References to **times** are to Indian Standard Time.
- 1.2.9** A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time.

**1.2.10** All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

**1.2.11** System Integrator (SI) or Implementing Agency (IA) has been used for the same entity i.e. bidder selected for the project.

### **1.3 Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **1.4 Ambiguities within Agreement**

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

**1.4.1** As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.

**1.4.2** As between the provisions of this Agreement and the Schedules/Annexures/volume, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures/volume; and

**1.4.3** As between any value written in numerals and that in words, the value in words shall prevail.

### **1.5 Priority of Documents**

This Agreement, including its Schedules, Annexures and volumes, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

**1.5.1** This Agreement along with the Schedules, annexures, and volume.

**1.5.2** Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement and Annexures / Schedules/volume or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules/volume and Annexures / Schedules/volume shall prevail over the contents and specifications of the RFP.

## **2 Basic understanding**

SI hereby confirms that:

- 2.1.1 It has understood the functions which it has to perform and the obligations it has to discharge as SI detailed in this Agreement.
- 2.1.2 It has the required skills, technical knowledge, qualified personnel and expertise to carry out its functions and obligations and to provide the services under this Agreement and will build the necessary infrastructure for the purpose.
- 2.1.3 SI possesses the consents of appropriate authorities, licenses, permits and approvals as are necessary for carrying out its functions and obligations under this Agreement.

The parties hereby agree that the above is the basic understanding and based on which Parties has entered into this Agreement.

### 3 Scope of the Project

Detailed scope of work for the SYSTEM INTEGRATOR is outlined in Volume-I of the RFP document titled “Request for Proposal for Selection of an Agency for Support in Implementation of Next-Gen CPGRAMS”, (CPPP Bid No.: \_\_\_\_\_ Dated: \_\_\_\_\_).

### 4 Term and Duration of the Agreement

This Agreement shall come into effect on <<dd/mmm/2024>> (hereinafter the ‘Effective Date’) and unless terminated earlier, this agreement shall be in force and effect for a period up to 31<sup>st</sup> March 2026 from T (Service Start Date) of ‘Support in Implementation of Next-Gen CPGRAMS’. After the end of the contract period, DARPG reserves the right to either continue with the existing bidder with terms and conditions as mutually agreed by parties or sign a contract with other agency.

#### T: Issuance of Award of Contract

*NOTE: The engagement of the selected agency is initially for a period up to 31<sup>st</sup> March 2026. However, the engagement is likely to be extended for next financial cycle (3 +2 Years) subject to necessary approvals and satisfactory performance of the Selected agency.*

### 5 Conditions Precedent and Effective Date

#### 5.1 Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, DARPG may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the System Integrator.

#### 5.2 Conditions Precedent

- 5.2.1 **Conditions Precedent of the Implementing Partner** - The System Integrator shall be required to fulfill the Conditions Precedent which is as follows:

- a) to comply with all the conditions stated in RFP Volume-II, as per the timelines defined in it.
- b) to provide a Performance Security/Guarantee and other guarantees/ payments as and when required to the DARPG; and
- c) to provide the DARPG certified true copies of its constitutional documents/board resolutions/authority letter or any other such documents authorizing the execution, delivery, and performance of this Agreement by the System Integrator.

### **5.3 Extension of time for fulfilment of Conditions Precedent**

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent.

### **5.4 Non-fulfilment of the System Integrator's Conditions Precedent**

- 5.4.1** In the event that any of the Conditions Precedent of the System Integrator have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by DARPG, this Agreement shall cease to exist.
- 5.4.2** In the event that the Agreement fails to come into effect on account of non-fulfillment of the System Integrator's Conditions Precedent, the DARPG shall not be liable in any manner whatsoever to the System Integrator and the DARPG shall forthwith forfeit the Performance Bank Guarantee.
- 5.4.3** In the event that possession of any of the DARPG facilities has been delivered to the System Integrator prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to DARPG, free and clear from any encumbrances or claims.

## **6 Change of Control**

- 6.1** In the event of a change of control of the System Integrator during the Term, the System Integrator shall promptly notify DARPG of the same with in a period of 15 days.
- 6.2** In the event that if the net worth of the surviving entity is getting changed than that of System Integrator prior to the change of control, the designated committee may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Bank Guarantee furnished by the System Integrator from a guarantor acceptable to the DARPG (which shall not be System Integrator or any of its associated entities).

- 6.3** If such a guarantee is not furnished within 30 days of the DARPG requiring the replacement, the DARPG may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- 6.4** Pursuant to termination, the consequences of termination as set out in Clause 11.3 of this Agreement shall follow.
- 6.5** For the avoidance of doubt, it is expressly clarified that the internal reorganization of the System Integrator shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

## **7 Representations and Warranties**

### **7.1 Representations and warranties of the System Integrator**

The System Integrator represents and warrants to the DARPG that:

- 7.1.1** It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby.
- 7.1.2** It is a competent provider of a variety of information technology and business process management services.
- 7.1.3** It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- 7.1.4** From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement.
- 7.1.5** In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to DARPG normal business operations.
- 7.1.6** This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- 7.1.7** The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief, true and accurate in all material respects as at the date of this Agreement.
- 7.1.8** The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is bound or affected.

- 7.1.9** There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement.
- 7.1.10** It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- 7.1.11** It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement.
- 7.1.12** No representation or warranty by it contained herein or in any other document furnished by it to DARPG in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- 7.1.13** No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of DARPG in connection therewith.

## **7.2 Representations and Warranties of DARPG**

*DARPG represent and warrant to the System Integrator that:*

- 7.2.1** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby.
- 7.2.2** It has taken all necessary actions under Applicable Laws to authorize the execution, delivery, and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- 7.2.3** It has the financial standing and capacity to perform its obligations under the Agreement.
- 7.2.4** It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility here under.
- 7.2.5** This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations

under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof.

- 7.2.6** The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- 7.2.7** There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement.
- 7.2.8** It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the DARPG's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- 7.2.9** It has complied with Applicable Laws in all material respects.
- 7.2.10** All information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- 7.2.11** Upon the System Integrator performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the System Integrator, in accordance with this Agreement.

## **8 Approvals and Required Consents**

- 8.1** The Parties shall cooperate to procure, maintain, and observe all relevant and regulatory and governmental licenses, clearances, and applicable approvals (hereinafter the "**Required Consents**") necessary for the System Integrator to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- 8.2** DARPG shall use reasonable endeavors to assist System Integrator to obtain the Required Consents. In the event that any Required Consent is not obtained, the System Integrator and the DARPG will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for DARPG to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service

Levels until the Required Consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such Required Consents.

## **9 Use of Assets by the System Integrator**

During the Term the System Integrator shall:

- 9.1** Take all reasonable and proper care of the entire hardware and System, network or any other information technology infrastructure components/ tools used for the Project and other facilities leased / owned / operated by the System Integrator exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "**Assets**") in proportion to their use and control of such Assets; and
- 9.2** Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- 9.3** Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets, and which are provided to the System Integrator will be followed by the System Integrator and any person who will be responsible for the use of the Assets.
- 9.4** Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the System Integrator or as may, in the reasonable opinion of the System Integrator, be necessary to use the Assets in a safe manner.
- 9.5** Ensure that the Assets that are under the control of the System Integrator, are kept suitably housed and in conformity with Applicable Law.
- 9.6** Procure permission from DARPG and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements.
- 9.7** Unknowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

## **10 Financial Matters**

### **10.1 Terms of Payment and Service Credits and Debits**

- 10.1.1** In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the DARPG shall pay the System Integrator for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule-IV of this Agreement.
- 10.1.2** All payments shall be made to the System Integrator subject to the application of liquidated damages and/or SLA penalties as per Terms and Conditions defined in this RFP.



**10.1.3** Save and except as otherwise provided for herein or as agreed between the Parties in writing, DARPG shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the System Integrator performance of any obligations under this Agreement or the SLA) other than those covered in Schedule-IV of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including GST/Service Tax which are addressed in this Clause.

## **10.2 Invoicing and Settlement**

**10.2.1** Subject to the specific terms of the SLA, the System Integrator shall submit its invoices in accordance with the following principles:

- a) DARPG shall be invoiced by the System Integrator for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the System Integrator shall raise an invoice as per Schedule-IV of this Agreement; and
- b) Any invoice presented in accordance with this Article shall be in a form agreed with the DARPG.
- c) The System Integrator alone shall invoice all payments after receiving due approval from the committee. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule-IV of this Agreement.

**10.2.2** Payment shall be made within 60 days of the receipt of invoice along with supporting documents by the DARPG subject to penalties, if all documents submitted by SI are in accordance with the terms and conditions of the RFP. The penalties may be imposed on the vendor as per the SLA/LD criteria specified in the RFP.

**10.2.3** The DARPG shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under Schedule-IV of this Agreement. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled post resolution of the dispute. Further, the System Integrator will not claim any interest on the arrear/payment due but not paid from DARPG. Any exercise by the DARPG under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.

**10.2.4** The SI shall be solely responsible to make payment to its subcontractors.

## **10.3 Tax**

**10.3.1** DARPG shall be authorized for withholding taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to,

property, sales, use, value-added, goods and services, consumption and other similar taxes or duties.

**10.3.2** DARPG shall provide System Integrator with the original tax receipt of any withholding taxes paid by DARPG on payments under this Agreement. The System Integrator agrees to reimburse and hold the DARPG harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the DARPG and the System Integrator.

**10.3.3** If, after the date of submission of bid, there is any increase or decrease in the rate of GST/Service Tax, then all such change in the rate will be to the account of DARPG.

**10.3.4** The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

- a) any relevant certificates.
- b) any relevant information regarding out-of-state or use of materials, equipment or services; and
- c) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

## **11 Termination**

### **11.1 Right to Terminate**

**11.1.1** DARPG shall reserve the right to terminate the contract and recover expenditure incurred by DARPG under the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it shall be a breach of contract. DARPG reserves its right to cancel the order in the event of delay and encash the PBG (including e-BG) as liquidated damages for the delay.
- iv. If deductions on account of liquidated damages exceeds more than 10% of the total quoted value.

**11.1.2** In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, DARPG reserves the right to procure the same or similar product from alternate sources at the risk, cost, and responsibility of the selected bidder.

**11.1.3** After the signing of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, DARPG reserves the right to get the balance contract

executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good of the additional expenditure, which DARPG may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is terminated.

**11.1.4** DARPG shall send a formal notice of termination, 60 days prior to date of termination, to the selected bidder.

**11.1.5** DARPG reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the PBG (including e-BG) under this contract.

## **11.2 Effects of Termination**

**11.2.1** In the event that DARPG terminates this Agreement pursuant to failure on the part of the System Integrator to comply with the conditions as contained in this clause and depending on the event of default, Performance Bank Guarantee furnished by System Integrator may be forfeited.

**11.2.2** Upon termination of this Agreement, the Parties will comply with the Exit Management clause as specified in this Agreement.

**11.2.3** In the event that DARPG or the System Integrator terminates this Agreement, the payment will be decided in accordance with the Terms of Payment Schedule set out as Schedule-IV of this Agreement.

**11.2.4** DARPG agrees to pay System Integrator on the recommendation of the committee for

- a) all charges for the services System Integrator provides and any Deliverables and/or system (or part thereof) System Integrator delivers through termination, and
- b) Reimbursable expenses that the System Integrator incurs through termination. If DARPG terminates without cause, then DARPG also agrees to pay any applicable adjustment expenses System Integrator incurs as a result of such termination (which System Integrator will take reasonable steps to mitigate).
- c) If termination/exit management before Go-Live, is due to the action on the part of SI, financial settlement shall be done forfeiting PBG. This is being proposed to prevent negligence of work on part of SI and avoid mid-way abandoning of project.

## **11.3 Consequences of termination**

**11.3.1** On expiry or termination of this Agreement: -

- a) Till the appointment of another SI, existing SI to continue to provide all the services in scope and maintain all the assets (including database, system software, documents, cloud infrastructure and all other relevant materials relating to provision of services) that may be in its custody or control for a period of six months from the date of expiry/termination of contract, while adhering to terms and conditions of this Agreement. In case if DARPG is not able to select replacement SI in the first three

months from the date of termination of the agreement, in such a scenario the existing SI will have to continue providing all the services in scope and maintain all the assets (including database, system software, documents, cloud infrastructure and all other relevant materials relating to provision of services) for 9 months from the date of expiry/termination of the contract. This period is further extendable for another 3 months i.e. a total of 12 months from the date of expiry/termination of the agreement.

- b) Till the appointment of another SI, DARPG on the recommendation of committee may appoint an Administrator to take over the project assets of SI used in providing services to all the stakeholders and SI shall provide all assistance as may be required by the Administrator in taking over such assets including assets created exclusively for the purpose of continuity in operations and relevant data, application, cloud infrastructure, networks and all other facilities excluding physical infrastructure (building, air conditioners, power supply infrastructure, furniture and the like).

### **11.3.2 Furnishing Information**

- a) SI shall provide to DARPG, all relevant information relating to the services provided, stakeholders, and performance data in relation to the services and also the following:
  - i. Documentation relating to Project's Intellectual Property Rights.
  - ii. All current and updated project data and documentation as is reasonably required for purposes of project for transitioning the services to its Replacement SI/Administrator.
  - iii. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to carry out due diligence in order to effect transition of services.

## **12 Exit Management**

### **12.1 Exit Management Plan**

**12.1.1** The System Integrator shall submit a structured & detailed Exit Management plan along with the technical proposal. The System Integrator needs to update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the committee.

**12.1.2** The exit Management plan shall deal with at least the aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

**12.1.3** A detailed program of the transfer process that could be used in conjunction with DARPG /replacement System Integrator/identified agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- i. Plans for the communication with such of the System Integrator, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- ii. Plans for provision of contingent support to the Project and DARPG /replacement System Integrator/identified agency for a reasonable period (minimum one month) after transfer.
- iii. Plans for training of the DARPG /replacement System Integrator/identified agency to run the operations of the project. This training plan along with the training delivery schedule should be approved by DARPG. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of System Integrator.

**12.1.4** At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the System Integrator scope of work, the System Integrator shall ensure that a proper and satisfactory handover is made to the other agency.

**12.1.5** All risk during transition stage shall be properly documented by the System Integrator and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption. The System Integrator must ensure that no end of support products (software/ hardware) exist at time of transition.

**12.1.6** The transition & exit management period will start six (6) months before the expiration of the contract. The System Integrator will provide shadow support for at least ninety (90) days and secondary support for an additional ninety (90) days before the end of the O&M period or expiry of the contract, as applicable at no additional cost.

**12.1.7** In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by the committee and communicated to the SI.

**12.1.8** System Integrator must ensure closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to DARPG.

**12.1.9** The System Integrator shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:

- a) Updated transition plan on periodic basis
- b) Complete documentation for the entire system handed over to the DARPG /replacement System Integrator/identified agency.
- c) Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system. Handover MOUs signed for taking services taken from third parties such as digital signature agencies, etc.
- d) Handover of the list of complete inventories of all assets created for the project.

- e) Assisting the new System Integrator/replacement System Integrator/identified agency with the complete audit of the system including licenses and physical assets.
  - f) Detailed walk-throughs and demos for the solution.
  - g) Hand-over of the all-project deliverables, entire software including source code, program files, configuration files, setup files, project documentation, user IDs, passwords, security policies, scripts etc.
  - h) Hand-over of the user IDs, passwords, security policies, scripts etc. to DARPG/replacement System Integrator/identified agency.
- 12.1.10** Knowledge transfer of the system to the incoming System Integrator to the satisfaction of the DARPG as per the specified timelines.
- 12.1.11** The System Integrator shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition
- 12.1.12** The System Integrator shall ensure that the data, assets, images in the cloud must be preserved for a period of 6 months from the end of contract. This shall not be deleted / destroyed without the prior consent of DARPG.
- 12.1.13** During the exit management period, the System Integrator shall use its best efforts to deliver the services.
- 12.1.14** Payments during the Exit Management period shall be made in accordance with the Terms of Payment Plan.

## **12.2 Training, Handholding and Knowledge Transfer**

- 12.2.1** The System Integrator shall hold technical knowledge transfer sessions with designated technical team of Department and/or any designated agency in the last three (3) months of the project duration.
- 12.2.2** The System Integrator shall hold operational hand-holding sessions on the Next-Gen CPGRAMS Portal with the designated officers/ staff members, so that department can continue with the Next-Gen CPGRAMS Portal even after System Integrator exits the project.

## **13 Indemnification and Limitation of Liability**

### **13.1 Indemnification**

- 13.1.1** Subject to Clause 13.1.5 below, System Integrator (the "Indemnifying Party") undertakes to indemnify DARPG (the "Indemnified Party") by paying amounts finally awarded by a court against Client or included in a settlement approved by Indemnifying Party from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's gross negligence or willful default in performance or non-performance under this Agreement.

**13.1.2** If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

**13.1.3** Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- a) Indemnified Party's misuse or modification of the Service.
- b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
- c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party.
- d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- e) Information, direction, specification or materials provided by Indemnified Party, or any third party contracted to it.

**13.1.4** If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

- a) Procure the right for Indemnified Party to continue using it,
- b) Replace it with a non-infringing equivalent,
- c) Modify it to make it non-infringing.
- d) The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

**13.1.5** The indemnities set out in Clause 13.1 shall be subject to the following conditions:

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense.
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- d) All settlements of claims subject to indemnification under this Clause will

- i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim and
  - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- e) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
  - f) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
  - g) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - h) If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## **13.2 Limitation of Liability**

In any event, neither party shall be liable for any special, incidental, punitive, exemplary, or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of either party, whether under the contract, in tort or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to:

- 13.2.1** Any obligation or claim arising out of or in connection with any third-party claim of IPR infringement,
- 13.2.2** In the event of any gross negligence or willful misconduct on part of either party, as finally judicially determined by a court of competent jurisdiction.

## **14 Force Majeure**

### **14.1 Definition of Force Majeure**

The System Integrator or DARPG as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### **14.2 Force Majeure events**

A Force Majeure event means any event or circumstance, or a combination of events and circumstances referred to in this Clause, which:



- 14.2.1** Is beyond the reasonable control of the affected Party.
- 14.2.2** Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care.
- 14.2.3** Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement.
- 14.2.4** Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- 14.2.5** May be classified as all or any of the following events:

**a) Non-Political Events**

- i. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions.
- ii. radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the System Integrator's use of radiation or radio- activity or biologically contaminating material.
- iii. strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the System Integrator, and which affect the timely implementation and continued operation of the Project; or
- iv. any event or circumstances of a nature analogous to any of the foregoing.

**b) Political Events**

- i. Change in Law, other than any Change in Law for which relief is provided under this Agreement.
- ii. Expropriation or compulsory acquisition by the DARPG of any material assets or rights of the Implementing Partner.
- iii. Unlawful or unauthorized revocation of, or refusal by DARPG or any of their nominated agencies, Government of India or any of its agencies to renew or grant any clearance or Required Consents required by the System Integrator to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the System Integrator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- iv. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the System Integrator in any proceedings for reasons other than failure of the System Integrator to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement.

- v. Expropriation or compulsory acquisition by the DARPG or any of their nominated agencies of any material assets or rights of the System Integrator.
- vi. Unlawful or unauthorized revocation of, or refusal by any authority other than the DARPG or any of their nominated agencies to renew or grant any Required Consents required by the System Integrator to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the System Integrator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- vii. Any requisition of the Project by any other authority; or
- viii. Any requisition of the Project by the nominated agencies.
- ix. For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

**c) Other Events**

- i. An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, for a continuous period exceeding seven (7) days.
- ii. Due to effect of restrictions imposed by Governments.

**14.2.6** The Bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of DARPG in this regard shall be final.

**14.2.7** For the avoidance of doubt, it is expressly clarified that the failure on the part of the System Integrator under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage, or other similar occurrence shall not be deemed to be a Force Majeure event.

**14.2.8** For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes, and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

**14.3 Notification procedure for Force Majeure**

**14.3.1** The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under

Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause 19.

**14.3.2** Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

#### **14.4 Allocation of Costs Arising Out of Force Majeure**

**14.4.1** Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

**14.4.2** Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:

- a) Upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- b) Upon occurrence of any Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the Implementing Partner and to the extent Force Majeure costs exceed such Insurance Cover, up to one half of such excess amount may be reimbursed to the Implementing Partner as per recommendation of the committee.
- c) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event may be reimbursed to the Implementing Partner as per recommendation of the committee.
- d) For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- e) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

#### **14.5 Consultation and Duty to Mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the

reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

## **15 Confidentiality**

In the course of performing its functions and obligations under this Agreement, System Integrator shall maintain strict secrecy, confidentiality, and privacy in respect of the confidential records and information that has come to its possession or knowledge.

- 15.1** System Integrator shall keep confidentiality of the details and information with regard to the Project, including systems, facilities, operations, management, and maintenance of the systems.
- 15.2** It is agreed between DARPG and System Integrator that DARPG has a right to prevent or prohibit System Integrator at any time from disclosing any information and records to any person and System Integrator shall abide by such decision except as required by any Statutory bodies or by due process of law.
- 15.3** System Integrator agrees that it shall ensure that all its employees, agents, service providers and any another related stakeholder are bound by nondisclosure agreements and shall provide copies of such agreements to DARPG whenever required.
- 15.4** All Proprietary Information, documentation and correspondence exchanged between DARPG and System Integrator in relation to the Project and the performance of tasks by System Integrator shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors, and members of Official Committees (if any, formed for the purpose) on a need-to-know basis.
- 15.5** System Integrator shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this Agreement, without the prior written approval of DARPG except as required by any Statutory bodies or by due process of law.
- 15.6** Information that is in the public domain shall not be considered as confidential information under this Agreement.
- 15.7** Canvassing in connection with “Request for Proposal” is strictly prohibited. The submitted bid of the applicant who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks, or any additional conditions are liable to be rejected.

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## 16 Intellectual Property Rights (IPR)

- 16.1 Products and fixes:** All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System Integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to DARPG, or any agency appointed by DARPG for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to DARPG when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- 16.2 Bespoke development:** Subject to the provisions of Clause 16.3 and 16.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with DARPG or any agency appointed by DARPG.
- 16.3 Pre-existing work:** All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub- contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. The System Integrator should grant DARPG a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to DARPG as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. DARPG license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with DARPG at the conclusion of performance of the services.
- 16.4 Residuals:** In no event shall System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System Integrator shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

## 17 Liquidated Damages

- 17.1** Time is the essence of the agreement, and the delivery dates are binding on the System Integrator. In the event of the System Integrator's default in adhering to the agreed time frame/ scheduled set of activities as laid down in the contract or any gross negligence, for

causes attributable to the System Integrator, System Integrator shall be liable to pay liquidated damage @ 0.5% of the milestone value per week of delay subject to a maximum of 10% of the milestone value. Further, across all the milestone liquidated damage will be capped at 10% of the contract value mentioned in Component A of Annexure-16, Volume II, of the RFP. The delay has to be attributable to System Integrator's default, and DARPG has the final authority to adjudicate upon the cause of delay.

## **18 Governing Laws / Jurisdiction Arbitration**

Any matter relating to the appointing of System Integrator or the procedure for the appointment of the System Integrator shall be governed by the Laws of Union of India.

## **19 Arbitration**

- 19.1** The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 19.2** The venue of the arbitration proceeding shall be the office of DARPG or such other place as the arbitrator may decide.
- 19.3** Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

## **20 Resolution of Disputes**

### **20.1 Disputes and Excepted Matters**

#### **20.1.1 Disputes**

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- i. Adjudication
- ii. Conciliation
- iii. Arbitration

### **20.1.2 Excepted Matters**

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- a. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- b. Issues related to the pre-award tender process or conditions
- c. Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- d. Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
  - i. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
  - ii. Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
  - iii. Purchase preference policies regarding MSEs and Start-ups

### **20.2 Adjudication**

- i. After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to the head of Procuring Entity (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case.
- ii. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

- iii. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned timeframe, the contractor may proceed to invoke the process of Conciliation as follows.

### **20.2.1 Conciliation of disputes**

- a. Any party may invoke Conciliation by submitting “Notice of Conciliation” to the other party. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the other party shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- b. The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator.
- c. If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- d. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- e. Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
  - i. By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
  - ii. By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
  - iii. If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- f. On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

## **20.3 Arbitration Agreement**

### **20.3.1 This Arbitration Agreement**

- a. This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- b. Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.



- i. The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006.
- ii. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

### **20.3.2 Notice for Arbitration**

- a. Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- b. In the event of any dispute, if the Adjudicator fails to decide within 60 days, or the Conciliation is terminated then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- c. The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

### **20.3.3 Reference to Arbitration**

**20.3.4** After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been **made**, together with counterclaims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

### **20.3.5 Appointment of Arbitrator**

- a. In the case of retired officers of The Procuring organization, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.
- b. He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
- c. An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.
- d. Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

### **20.3.6 Replacement of Arbitrators**

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

### **20.3.7 Appointment of Arbitrator**

- a. In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lac only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- b. The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- c. In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lac only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organization. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empaneled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- d. The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- e. If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Contractor.

### **20.3.8 Failure to appoint Arbitrators:**

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral

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institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

### 20.3.9 The Arbitral Procedure

- a. **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- b. **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.
- c. If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- d. The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- e. On receipt of such claims, the respondent shall submit its defense statement and counterclaim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- f. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- g. Statement of claims, counterclaims and defense shall be completed within six months from the effective reference date.
- h. **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- i. **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- j. **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:
  - i. The dispute is to be decided based on written pleadings only.

- ii. Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
  - iii. An oral hearing maybe held only if all the parties request or the arbitral tribunal considers it necessary.
  - iv. The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.
- k. **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
- l. **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
- m. **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contractor payment therein should continue during arbitration proceedings.

#### **20.3.10 The Arbitral Award**

- a. In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- b. The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- c. It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- d. The award of the arbitrator shall be final and binding on the parties to this Contract.
- e. A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- f. A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

#### **20.3.11 Savings**

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

### **20.3.12 Cost of Arbitration and fees of the Arbitrator(s)**

- a. The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator.
- b. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- c. The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- d. Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

## **21 Jurisdiction**

The Court of Delhi jurisdiction shall have exclusive right to try the disputed between the Parties.

## **22 Miscellaneous**

### **22.1 Severability and Waiver**

**22.1.1** If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid, or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

**22.1.2** No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

### **22.2 Compliance with Applicable Law**

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the System Integrator as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided

that changes in such laws, rules and regulation which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule-II of this Agreement.

**22.3 Professional Fees and Other Expenses**

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties connection with the negotiation, preparation in and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

**22.4 Entire Agreement**

This Agreement with all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

**22.5 Amendment**

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule-II of this Agreement by mutual written consent of all the Parties.

This Agreement shall be with effect from <<dd/mmm/2024>>.

In WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year herein above written.

SIGNED for and on behalf of  
DARPG  
By Sh.

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Name:

Place:

Date:

SIGNED for and on behalf of  
System Integrator (SI)  
By Sh.

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Name:

Place:

Date

SIGNED for and on behalf of  
DARPG  
By Sh.

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Name:

Place:

Date:

## **23 SCHEDULES**

### **23.1 SCHEDULE – I: Bid Document**

Bid for “ **Selection of an Agency for Support in Implementation of Next-Gen CPGRAMS for Department of Administrative Reforms and Public Grievances**” (Volume-I, II & III)

<< The Published RFP along with all corrigendum/addendums will be placed here for reference>>

## 23.2 SCHEDULE – II: Change Control Schedule

### 23.2.1 CHANGE CONTROL PROCEDURE

System Integrator recognizes that frequent change is an inevitable part of delivering services. DARPG recognizes that this change may require modification in the systems and re-organizing processes and therefore may have a financial impact. Committee will work with System Integrator to ensure that all changes are discussed and managed in a constructive manner.

This section describes the procedure to be followed in the event of any proposed changes to the Master Service Agreement (MSA), Project implementation schedule, the operation, the SLA or Scope of work and Functional Requirement specifications. Such change shall include, but not be limited to, changes in the scope of services provided by System Integrator, addition of new SLAs and changes to the terms of payment as stated in the Terms of Payment.

### 23.2.2 Change Control Note (“CCN”)

- a. Change requests in respect of the MSA, project implementation schedule, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties respective Project Management Unit (PMU), who will be responsible for obtaining approval for the change and will complete part A of CCN provided in this schedule.
- b. Parties, while evaluating and finalizing CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of services including ancillary and concomitant services required and as detailed in RFP documents.
- c. Change requests and CCNs will be reported monthly to committee who will prioritize and review progress. System Integrator shall be obliged to implement any proposed changes once approval in accordance with Part B: CCN (Evaluation and Finalization) provided in this schedule with effect from the date agreed for implementation.
- d. On evaluation of the financial impact, the charges for such a change will be decided between the Committee and System Integrator and will be a part of the Change Control Notice (Evaluation and Finalization). There will be no payment additional payment beyond the stipulated charges for minor changes in the system, until and unless a major Module addition or complete restructuring is required. The payment for such changes will be as per the Terms of Payment to be decided by the committee and System Integrator.

### 23.2.3

Change Control Note	CCN Number:	Request Date:
Title of the request for change		
Party Requesting change		
Party Expected to Implement the change		



<b>Details of Proposed Change</b>	
(To include reason for change and appropriate details/specifications)	
<b>Signature of the Party Proposing the change</b>	

**Part B: Change Control Notice (Evaluation and Finalization)**

Reference CCN Number: Date on which change request initiated: Party Proposed: Title: Date:	
<b>Brief Description of Solution/Procedure for implementation of change)</b>	
<b>Impact:</b> a) <b>Operational Impact</b> b) <b>Systems Impact</b>	
<b>Deliverables:</b> (to be provided by the party implementing the change)	
<b>Charges for the proposed change:</b> a) <b>One-Time Cost</b> b) <b>Recurring Cost</b>	
<b>Implementation Schedule along with roles and responsibilities:</b> (to be agreed mutually by parties initiating and implementing the change)	
<b>Change request nature (Decided by the Committee): Major or minor</b>	
<b>Other Relevant Information:</b> (Including acceptance criteria, if any during/after implementation)	
<b>Signature of System Integrator</b> (as an acceptance of the change initiator/Implementer)	
<b>Signature of Committee Members</b> (as an acceptance of the change initiator/Implementer)	

### **23.3 SCHEDULE – III: Implementation Timelines**

For project schedule, please refer to Section 6 of Volume I of RFP Document.

### **23.4 SCHEDULE – IV: Payments Schedule**

For payment schedules, please refer to Section 8 of Volume II of RFP Document.