

RFP. No: NEIL/Authentication Services/2018/001 dt 16/04/2018

Sr. No	Ref Page in RFP	Reference Clause in RFP	Query from Bidders	Response from NEIL
1	Page 8 , Section 4 Point e	The bidder should have implemented ASP eSign Gateway, AUA, KUA technology platform for at least one organization in India (Central Government/State government/PSU/Private Sector Company) and the implemented e-Sign, AUA, KUA technology platform should be operational over a period of at least 12 months.	Adoption of e-sign has recently picked up by organizations. Can eligibility of e-sign implementation and operational for at least 12 months be removed.	No change in eligibility criteria.
2	Page 9 , Section 4 Point g	The bidder must have carried out at least 50,000 e-Sign transactions during last one year.	Adoption of e-sign has recently picked up by organizations. Can eligibility of e-sign transactions of 50,000 during last one year be removed?	No change in eligibility criteria.
3	Page 13, Section H	The bidders quoting revenue share of more than 12 % (Table H) will be disqualified.	It is dependent on business volume expecting by NEIL. Request NEIL to provide the business volume and minimum volume expected with price points enabling the bidder to meet operational expenses	Total business volume expected is around 3.0 Cr in the first year.
4	Page 17, Point 1	The revenue shall be generated by providing AUA, KUA and eSign services to clients	NEIL needs to provide Customer & Volumes projection to enable bidder prepare its business case for executing this project	Refer 3 above.
5	NA	NA	Since it's a partnership model, we assume bidder will have a say on pricing to the customer? Please confirm	The prices shall be decided on market conditions by NEIL only
6			Since there is an effort (Like support & testing effort) for on boarding any new Customer, We assume there is an and on boarding fee for client. The proposed revenue sharing will be applicable for this also.	Yes. On the same percentage quoted by the bidder for the transaction charges. RFP amended accordingly.
7	NA	NA	How many client is NEIL expecting in two years?	The business volume expected is around 3.0 Cr in the first year and 6.0 Cr in the second year
8	NA	NA	Can NEIL look at a model where a minimum transaction commit on a monthly basis?	There will be minimum fixed charges
9	Page 34, Section 6	IPR Generated during development	Since it is a partnership model where bidder is bringing their own asset and intellectual property any development on top of it cannot be segregated separately and will be IP of Bidder only. Please confirm	Bidder can present his views on source code or IPR sharing during the technical presentation
10	Page 34, Section 7	Infrastructure / Facilities that will be provided by NEIL	Will it be bidders scope to monitor and support Infrastructure also?	The maintenance and support of infrastructure provided by NEIL is not in the scope of bidder.
11	Annexure C	List of Manpower on roll Pont 4	Is managing / Supporting Infrastructure hardware, software and network components also in scope of Bidder?	The maintenance and support of infrastructure provided by NEIL is not in the scope of bidder.

12	Page 8,9,10, 11		All these requirements are open ended. It is not possible for a bidder to estimate unknown future requirements and hence request to cap to a certain person months of effort to enable estimation	Additional efforts will be as per requirements of customer, regulatory compliance, etc. Hence no cap on effort estimation can be given and also no compensation to the bidder for these efforts
13	Page 26, Point 9	In case one ASA is down, the system should have the capabilities to route the request via other alternate ASAs. There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. The response that is received from ASA, should be forwarded to NEIL AUA/sub AUA from where the request originated.	Please provide the list of ASA/KSAs for integration? This requirement is open ended. It is not possible for a bidder to estimate unknown future requirements and hence request to cap to a certain person months of effort to enable estimation	The platform may be integrated with not more than 3 or 4 ASAs. This list of ASAs will be decided during the course of project
14	Page 26, Point 22	The platform architecture of solution should be modular in nature and should comprise of all the modules required to facilitate Aadhaar Authentication, eKYC and ASP eSign Gateway functionalities. The architecture should enable addition of more modules (example, Aadhaar data Vault) as well as addition of more users in any module as and when required.	Is Aadhaar Data Vault also in scope of the Solution?	YES, it is included in the scope
15	Page 26, Point 24	The solution on the client side should at least be provided as a mobile app on iOS and Android platforms	This point talks about providing mobile app on IOS and Android Platforms. But there are no details provided with respect to requirements for the Mobile App	The reference clause is at page 28 point 24. The functionalities of the Mobile App depends on the end customer requirements
16	Page 29, Point 12	The system should be able to match each record with the entire CIDR data through fuzzy logics to arrive at strict and loose matches.	This point talks about demo auth to be done as partial patch, but as per the recent UIDAI guidelines, partial match is discontinued and only exact match is allowed.	As per UIDAI guidelines published from time to time
17	Page 30, Point 5	The System should also be able to conduct Buffered Authentication (At places of poor network connectivity, authentication request may be "buffered" (or queued) on the device until a configurable period of time (say 24 hours) then sent to CIDR for authentication when connectivity is restored / available)	How will the response be communicated back to the Customer in case of Buffered Authentication.	The response may be communicated to the user whenever he wants to check the status. Bidder to ensure compliance to UIDAI guidelines published from time to time
18	Section IV Page 29	The system should be able to support all standard file formats including but not limited to JSON, PDF, CSV, XML, XLS, Delimited File, rar, zip, 7z, jpeg, jpeg etc	This is a generic statement. For which purpose, all these formats should be supported?	The eSign API should have the capability to digitally sign a PDF, Word or an Excel document. Apart from these it should also support the signing of plain text files like json, xml or .txt files. It should also support the digital signing of jpeg files where the digital signature component can be stored in a separate file.

19	Section IV Page 29	<p>The system should be able to match each record with the entire CIDR data through fuzzy logics to arrive at strict and loose matches.</p> <p>The system should also be able to make the match on various attributes including but not limited to name, date of birth, father's name, parsed address, etc.</p>	Isn't this same as demographic authentication, which is done by UIDAI CIDR and not AUA. Please clarify the requirement	As per UIDAI guidelines published from time to time
20	Section IV Page 26	In case one ASA is down, the system should have the capabilities to route the request via other alternate ASAs. There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. The response that is received from ASA, should be forwarded to NEIL AUA/sub AUA from where the request originated.	Will the solution distribute load over multiple ASA/KSA's or switch over happens only when one ASA/KSA is down?	In case one ASA is down or for load balancing purposes the system should have the capability to route the request to multiple ASAs. The platform may be integrated with not more than 3 or 4 ASAs
21	Section IV Page 28	The Application Platform must be compatible / interoperable with multiple HSM Devices, such as Thales and Safenet and integration between HSM API and AUA/KUA/Sub AUA application must be carried out free of cost.	Do you intend to simultaneously use HSM devices of multiple vendors?	YES
22	Section IV Page 28	The Solution should be capable of sending alerts/SMS/email to predefined designated officers in the event of crossing predefined conditions.	Will provisioning of SMS Gateway be done by solution vendor or NEIL?	NEIL will provide the SMS Gateway, but integrating the gateway with the technology platform will be the responsibility of the solution vendor
23	Section IV Page 32	6. NEIL/admin portal should allow for setting per unit transaction price for each customer.	<p>Please provide more details on billing plans,</p> <ol style="list-style-type: none"> 1. will there be minimum fixed charges? 2. Frequency of billing 3. Should system maintain status of bills paid? 4. Should system block transactions if bills not paid by customer? 	<ol style="list-style-type: none"> 1. YES 2. Once a month. 3. Yes. 4. Yes, the right to exercise this option left with NEIL
24	Section 5 Payments	NEIL will not be responsible for delay in payments, if any, in case of delays in receipts of payments from their clients	Since the contract of Customer will be between NEIL and Customer, this clause is not applicable to Bidder. Please confirm	No change in payment terms.

RFP. No: NEIL/Authentication Services/2018/001 dt 16/04/2018

Sl.no	Pg.No.	Original Clause in RFP	Suggested Modification from Bidders	Response from NEIL
1	10	c. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of commercial bid(s). In case of the bidder whose offer is accepted, the EMD will be retained as Performance Security, towards successful deployment of technology platform and satisfactory operations. The EMD will be returned within 30 days from the date of expiry of contract period. No interest on EMD will be payable to the bidder. This amount of EMD is based on estimates of business for first year of operations only. In case the business volume exceeds the estimated value, the EMD amount will be enhanced. The bidder should have no objection for this enhancement.	c. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of commercial bid(s). In case of the bidder whose offer is accepted, the EMD will be retained as Performance Security, towards deployment of technology platform and satisfactory operations. The EMD will be returned within 30 days from the date of expiry of contract period. No interest on EMD will be payable to the bidder. This amount of EMD is based on estimates of business for first year of operations only. In case the business volume exceeds the estimated value, the EMD amount will be enhanced. The bidder should have no objection for this enhancement.	No change in RFP
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)				
2		7. Penalties:	7. Penalties:	
		a. NEIL reserves the right to levy a penalty at Rs. 50,000/- per week of delay in deployment of technology platform and /or delay in providing services, beyond scheduled date. The technology platform will not be certified as deployed till the errors, flaws, defects, bugs, if any are removed to the satisfaction of NEIL/Client.	a. NEIL reserves the right to levy a penalty at Rs. 50,000/- per week of delay in deployment of technology platform and /or delay in providing services, beyond scheduled date. The technology platform will not be certified as deployed till the errors, flaws, defects, bugs, if any are removed as per the agreed terms.	No change in RFP
		b. NEIL reserves the right to cancel the order in case the delay in satisfactory deployment of technology platform is more than 5 weeks.	b. NEIL reserves the right to cancel the order in case the delay in deployment of technology platform as per the agreed terms is more than 5 weeks.	No change in RFP
		c. If the MSP fails to resolve the issues/ problems pertaining to the deployed technology platforms within 48 hours of notice (letter, e-mail or telephone) from NEIL, under conditions of no law and order concerns to the satisfaction of NEIL, this will invoke penalty @ 1% per day of delay beyond 48 Hours, with a maximum up to Rs 10% of the monthly payment due to MSP.	c. If the MSP fails to resolve the issues/ problems pertaining to the deployed technology platforms within 48 hours of notice (letter, e-mail or telephone) from NEIL, under conditions of no law and order concerns NEIL, this will invoke penalty @ .1% per day of delay beyond 48 Hours, with a maximum up to 5% of the monthly payment due to MSP.	No change in RFP
		d. The delay in development / deployment arising out of conditions of Force Majeure and for the delay attributed to the client / NEIL, will not be considered for the purpose of calculating penalties.	d. The delay in development / deployment arising out of conditions of Force Majeure and for the delay attributed to the client / NEIL, will not be considered for the purpose of calculating penalties.	No change in RFP
	e. If UIDAI and/ or CCA imposes any penalty (monetary or otherwise) for non-compliance of their requirements or for breach of any rule, the same will be imposed on MSP on back-to-back basis. This will be over and above the penalties stipulated at para 7a and 7c above.	e. If UIDAI and/ or CCA imposes any penalty (monetary or otherwise) for non-compliance of their requirements or for breach of any rule, the same will be imposed on MSP on back-to-back basis. This will be within the penalties stipulated at para 7a and 7c above.	No change in RFP	

3	<p>9. Force Majeure:</p> <p><u>NEIL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure.</u> Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.</p>	<p>9. Force Majeure:</p> <p><u>There will be no obligation for either party if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure.</u> Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.</p>	<p>Agreed. RFP amended accordingly.</p>
4	<p>11. Limitation of Liability:</p> <p>The liability of the Bidder / MSP arising out of breach of any terms/conditions of the contract/work order, Service Agreement and addendums/amendments thereto will be limited to the Financial and/or Legal liability - if any, imposed on NEIL by UIDAI, CCA, or by clients of NEIL or any other agency. However, liability in case of damage caused to the goodwill/reputation of NEIL, due to/arising out of/incidental to, any act/omission/default/deficiency of bidder/MSP, will be at actuals.</p>	<p>11. Limitation of Liability:</p>	<p>No change in RFP</p>
		<p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the NEIL or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NEIL, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NEIL. Such failures or delays shall be brought to the notice of the NEIL and subject to mutual agreement with the NEIL, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the NEIL for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p>	<p>No change in RFP</p>
		<p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p>	<p>No change in RFP</p>
		<p>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the NEIL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p>	<p>No change in RFP</p>

5	12. Termination: Validity of order/ contract will remain till fulfilment of all obligations pertaining to (including but not limited to) providing comprehensive warranty/support till completion of contract period by the successful bidder.	12. Termination: Validity of order/ contract will remain till fulfilment of all obligations pertaining to (including but not limited to) providing comprehensive warranty/support till completion of contract period by the successful bidder.	No change in RFP
	The successful bidder must acknowledge and agree that the activities of providing satisfactory services of Aadhaar Authentication and issuing of e-Sign certificates are of paramount importance and matter of immense reputation/pride to nation and NEIL. Hence timely performance of all obligations is essence of contract. Therefore, in case of the delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, NEIL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder fails to comply with the requirements, NEIL shall have the right to terminate the contract and / or cancel the order/s. <u>The successful bidder agrees and accepts that he shall be liable to pay damages claimed by NEIL, in the event of termination of contract / cancellation of order, as detailed in in Service Agreement to be signed.</u> The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.	The successful bidder must acknowledge and agree that the activities of providing services of Aadhaar Authentication and issuing of e-Sign certificates are of paramount importance and matter of immense reputation/pride to nation and NEIL. Hence timely performance of all obligations is essence of contract. Therefore, in case of the delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, NEIL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder fails to comply with the requirements, NEIL shall have the right to terminate the contract and / or cancel the order/s. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.	No change in RFP
	NEIL reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 60 days notice to the successful bidder.	NEIL reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 60 days notice to the successful bidder. <u>provided NEIL pays all the amount that are payable to the Bidder.</u>	Agreed. RFP amended accordingly.
6	13. Indemnity: Selected bidder shall save, indemnify and hold harmless NEIL from any third party Govt. Claims, losses penalties, if any, arising in connection <u>with this Contract.</u>	13. Indemnity: Selected bidder shall save, indemnify and hold harmless NEIL from any third party Govt. Claims, losses penalties, if any, arising in connection <u>with infringement of any third party intellectual property rights by the Bidder.</u>	No change in RFP
	g. NEIL shall not be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any workman or other person deployed by the bidder or their sub-contracted agency, his agents or servants. 34 The bidder shall indemnify, hold and save harmless NEIL against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.	g. NEIL shall not be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any workman or other person deployed by the bidder or their sub-contracted agency, his agents or servants. The bidder shall indemnify, hold and save harmless NEIL against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.	No change in RFP

RFP. No: NEIL/Authentication Services/2018/001 dt 16/04/2018	
Suggestions from Bidders	Response from NEIL
<u>Following clauses needs to be included in the draft agreement.</u>	
Execution Infrastructure	<ul style="list-style-type: none"> • The Service Agreement will be based on the terms and conditions stipulated in RFP. However, the nature and text of service conditions not covered by RFP, will be finalised after discussion with successful bidder. • NEIL will provide the necessary and reasonable infrastructure and facilities to the bidder's staff deployed at NEIL premises. For the staff deployed at client's site, NEIL will request client to provide the required facilities. • NEIL will not compensate the bidder for additional development efforts. Revenue sharing as proposed in the RFP and along with subsequent amendments will be the only source of revenue to the bidder. • Views on source code or IPR sharing can be presented by the bidder during the technical presentation.
The NEIL will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:	
i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; Photocopying assistance; Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).	
The above-mentioned infrastructure will be required for work to be carried out at the site of NEIL during regular working hours. NEIL shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	
Deliverables	
The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	
Acceptance of Deliverables	
NEIL will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.	
The application software (if any) will be delivered/installed for acceptance to NEIL as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of NEIL. NEIL will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by NEIL. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by NEIL, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. NEIL will confirm acceptance in writing to Bidder. The NEIL shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by NEIL if the NEIL (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).	
Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the NEIL. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	
Change Management Procedure	
A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the NEIL to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the NEIL for its approval within a reasonable time period. Bidder will incorporate the change after receiving the NEIL's written approval. In case of delay in approval by the NEIL, the baseline itself may undergo a change; this will mean a reassessment of the charges.	
Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed	
by Bidder to the NEIL. These will be evaluated jointly by the NEIL and Bidder and will be provided by the NEIL at no cost to Bidder.	

Payment of Invoices/Bills
All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring ABC Ltd. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by NEIL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.
All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, NEIL shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the NEIL. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the NEIL. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.
Reimbursement of Tax/Levy
Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.
Intellectual property rights:
All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and NEIL shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of NEIL the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes NEIL to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.
All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and NEIL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.
Warranty
Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the NEIL or three (3) months after the delivery of the software, whichever is earlier.
NEIL shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.
The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the NEIL. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the NEIL without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by NEIL in connection with the preparation of the deliverable.
In case of breach of this warranty, NEIL's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the NEIL if already paid by the NEIL.
EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO NEIL, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.

Additional Support and Services
In case the NEIL requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.
Travel and Related Expenses
Should the assignment require any travel by any Bidder expert outside their respective base location(s), the NEIL will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.
Cost Escalation
Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the NEIL, non-availability of facilities at the NEIL, increase in the scope of the agreed Change-Requirements or increase in the NEIL's Implementation support requirements etc., Bidder will bring this to the attention of the NEIL. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.
Confidentiality
Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:
a. Is obtained from another source without restriction.
b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;
c. becomes generally known to the public without violation of this Proposal;
d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information;
e. is required to be provided under any law, or process of law duly executed.
Non-employment
The NEIL will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.
General Indemnity
The NEIL will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the NEIL by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.
Indemnity for infringement of intellectual property rights
The NEIL warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

Notices
All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –
Bidder: Address of ABC Ltd
With a copy to: Deputy General Counsel Address of ABC Ltd
NEIL: (pl. fill up the Address).
or to such other person or addresses as any of the Parties shall have notified to the others.
All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.
Waiver
No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.
Assignment
Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party
Nonexclusively
Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.
Independent Relationship
This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.
Modification
This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.
Publicity
Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.

<p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>
<p>ABC Ltd Code of Conduct:</p> <p>The business activities of the Bidder are self-regulated by the “ABC ltd Code of Conduct”. The NEIL undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counsellor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.</p>
<p>Survival</p> <p>The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.</p>
<p>IPR indemnity from NEIL:</p> <p>NEIL warrants to Bidder that the software, materials, and other assistance (‘NEIL materials’) supplied by NEIL to Bidder for the purpose of execution of the terms of the agreement are either NEIL owned properties or are properties obtained by NEIL under proper intellectual property licenses. NEIL further warrants that the said software, material and other information, to be provided by NEIL shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If NEIL materials supplied by NEIL are found to infringe the intellectual property rights of any party, then NEIL shall hold harmless and indemnified Bidder , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The NEIL will indemnify, defend and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the facilities/equipment or location of NEIL by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.</p>