

## REQUEST FOR PROPOSAL – Technical Support and Services for National Open Access Registry (NOAR) Platform

<b>RFP issue date:</b>	<b>April 19, 2021</b>
<b>Last date for queries submission:</b>	<b>April 29, 2021 (18:00 IST)</b>
<b>Response to queries:</b>	<b>May 06, 2021</b>
<b>Closing date of RFP:</b>	<b>May 17, 2021 (18:00 IST)</b>
<b>Implementing Agency:</b>	<b>South Asia Regional Energy Hub (SAREH)</b>
<b>Funding Agency:</b>	<b>United States Agency for International Development</b>
<b>Maximum Award Amount:</b>	<b>INR equivalent of \$80,000 USD (Inclusive of GST and applicable taxes)</b>
<b>Technical Assistance Recipient:</b>	<b>Power System Operation Corporation Limited (POSOCO), India</b>

National Open Access Registry (NOAR) is conceptualized as a centralized electronic platform to automate the short-term open access approval processes in the Indian electricity market. Power System Operation Corporation Limited (POSOCO), India is the nodal agency for the implementation and subsequent operation of NOAR. The development of the NOAR platform started in July 2020 with the appointment of a system integrator (SI). Read more details about the virtual signing ceremony for NOAR development [here](#).

Although delayed due to COVID-19 impact, the platform development is currently at a very advanced stage of development and the work is expected to finish by August 2021 with potential go-live in subsequent months.

USAID/India has been supporting POSOCO in the development process of NOAR through its Greening the Grid (GTG) Renewable Integration and Sustainable Energy (GTG-RISE) initiative as a pilot on regional coordination and market redesign. USAID/India now plans to continue its support to the NOAR development process till go-live through its South Asia Regional Energy Hub (SAREH) program. As a part of this support, SAREH will provide further program management support to POSOCO till the successful completion, testing and go live of NOAR by POSOCO. SAREH invites proposals from interested parties capable of delivering the necessary support and services to POSOCO related to the NOAR platform. The project will be conducted as part of the U.S. Agency for International Development's (USAID) South Asia Regional Energy Hub (SAREH) program.

Please submit your offer in soft copy with a read receipt to Mr. Pramod Kumar Singh, Chief of Party, South Asia Regional Energy Hub, at [pramod.singh@sannams4.com](mailto:pramod.singh@sannams4.com).

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## I. INTRODUCTION

This activity is funded by the [U.S. Energy Association \(USEA\)](#) through a cooperative agreement with the United States Agency for International Development (USAID) Bureau for Development, Democracy, and Innovation (DDI).

USEA, headquartered in Washington, DC, is an association of public and private energy-related organizations, corporations, and government agencies. USEA is the implementing partner of USAID's Energy Utility Partnership Program (EUPP). EUPP, which is available to all USAID-assisted countries, assists developing countries to increase environmentally sustainable energy production and use and improve the operational efficiency and increased financial viability of their utilities and related institutions. The goal of the EUPP is to increase access in USAID-assisted countries to environmentally sound energy services.

In 2018, the United States Government (USG) launched the Asia Enhancing Development and Growth through Energy (Asia EDGE) initiative to support the growth of sustainable and secure energy markets in the Indo-Pacific region. In 2020, to support the implementation of Asia EDGE in South Asia, USAID/India established the [South Asia Regional Energy Hub \(SAREH\)](#) under the EUPP mechanism with USEA as the implementing partner. SAREH covers the six countries of Bangladesh, Bhutan, India, the Maldives, Nepal and Sri Lanka. It aims to support USAID to achieve Asia EDGE activities by facilitating coordination and collaboration, while creating new avenues for private sector participation.

USEA has appointed [Sannam S4](#) as a subcontractor to provide necessary infrastructure support, local staff and administrative support and day-to-day implementation of the SAREH program, under the guidance of USAID/India and USEA, operating from its New Delhi office in India.

As SAREH is a USAID-funded program, this procurement process follows USAID Procurement Regulations and Laws. All bidder details will be kept confidential.

## II. SCOPE OF WORK

### Background

National Open Access Registry (NOAR) is a technology solution and a centralized electronic platform owned and operated by Power System Operation Corporation Limited (POSOCO). The platform, currently under development, will enable the automated processing of short-term open access applications and will provide information related to approvals, rejections, revisions, curtailment, and payment schedules to the respective market participants through email or SMS. It will act as a single window electronic platform and information repository for the stakeholders, including short-term customers, trading licensees, power exchanges, load dispatch centers at national, regional and state level (NLDC, RLDCs, SLDCs), and Regional Power Committees in connection with short-term open access in interstate transmission system.

The NOAR is regarded as a pivotal infrastructure needed to support smooth and dynamic real-time electricity market administration in the country. POSOCO is the nodal agency for the implementation and subsequent operation of NOAR and USAID/India through its Greening the Grid (GTG) initiative has been providing technical and program management assistance to POSOCO in the development of NOAR platform. The NOAR development kicked off with a virtual signing ceremony, held on July 31, 2020, where Power System Operation Corporation (POSOCO) and USAID announced the selection of a systems integrator (SI) for NOAR development. A consortium led by PricewaterhouseCoopers (PwC) was selected through competitive bidding for the development, implementation, and operationalization of a fully functional NOAR. The scope of the system integrator includes development and implementation of the NOAR platform solution and operations, maintenance and support services for managing the NOAR platform for a period of 84 months from the go live of the NOAR platform. The platform development is

currently at a very advanced stage and the work is expected to finish by Aug 2021 with potential go-live in subsequent months. Till date, the following progress has been made by POSOCO

- Functional requirement specification and System requirement specification for NOAR have been developed.
- Draft procedures for operationalizing NOAR have been prepared.
- The system integrator has initiated the procurement of Data Centre (DC) and Near Disaster Recovery (NDR) infrastructure.
- The software application for first release (related to Registration module) module and second release (related to NOC Application module) has been deployed on cloud and currently the testing of functional flows and application logic is being conducted on cloud environment.
- Hardware delivery at CtrlS Datacentre and POSOCO NDR site have been completed.

### **Scope of work**

The selected bidder is expected to work closely with POSOCO to deliver the following scope of work for effective implementation of NOAR.

#### **1. Program Management Support**

- Assist POSOCO in program management for validation of NOAR platform developed by the SI, including evaluation of the test results and acceptance of deliverables until the end of technical activities, post NOAR go live.
- Identify implementation risks and challenges and prepare mitigation plans.
- Validation of the NOAR platform against the requirement specified by POSOCO, as approved under the Functional Requirement Specification (FRS) and System Requirement Specification (SRS) documents, including any regulatory changes that have taken place prior to go live. Due to confidentiality reasons, these documents cannot be shared at the bidding stage. However, bidders will find the draft procedures for NOAR available at [https://nrlcdc.in/wp-content/uploads/2019/03/Draft\\_NOAR\\_Procedure\\_for\\_Stakeholder\\_Consultations-1.pdf](https://nrlcdc.in/wp-content/uploads/2019/03/Draft_NOAR_Procedure_for_Stakeholder_Consultations-1.pdf). This document contains information related to the functional requirement of NOAR.
- Check comprehensiveness of test scenarios submitted by system integrator (SI) and validation of test cases.
- Evaluation of the test results and assist in execution of user acceptance testing (UAT).
- Verification and validation of installed hardware delivered with requirement, as approved under the finalized bill of quantities (BoQ) and as per the Infrastructure and Business Continuity Plan Report.
- Support for acceptance of deliverables/ milestones.

#### **2. Hypercare Support**

Hypercare will be the period immediately following the NOAR platform go-live to ensure effective operations and maintenance of the implemented solution, data Integrity and the smooth functioning. It covers:

- Capacity building/ knowledge sharing — coordinate with the SI in scheduling and delivery of trainings and capacity building workshops for stakeholders, i.e. RLDCs, POSOCO, etc.; participating in such workshops as speakers, if beneficial, to impart training and knowledge dissemination to the POSOCO and RLDC team for improved understanding of the solution. A minimum of 2 such training programs to be conducted. The agenda, target participants, delivery medium, and content of the training program will be finalized in discussion with POSOCO.
- Issue resolution — assist POSOCO in resolving any issue reported by any user of the solution through active coordination and discussions with SI.
- Software change management — creating a framework for change management related to the NOAR platform and ensuring timely implementation of system change requests, if any.
- Monitoring and reporting that SI is performing regular systems administration tasks such as backups, replication, changes in security, performance tuning etc., to POSOCO.
- Performing reviews and checks to ensure that the various software vendors provide the new patches / upgrades seamlessly.

**Considering that the scope of work involves validation and testing of the work carried out by the system integrator (SI), it will be a conflict of interest for the SI team to participate in this RFP process.**

## Deliverables

The selected bidder is expected to deliver all necessary technical support and services related to the NOAR platform as per the scope of work. Some of the key deliverables that shall be submitted are:

- Inception report that includes a workplan for completion of the activities, deliverables schedule, and plan for contingencies.
- Bi-monthly report on program management support provided to POSOCO during implementation of the NOAR platform. The report will cover the progress made by the selected bidder, support provided by POSOCO in the process, challenges faced, next steps and plan for the forthcoming month/fortnight.
- Report on NOAR implementation risks and mitigation plans.
- Verification reports covering test result validation, adherence of regulatory provisions, compliance of Functional Requirement Specification (FRS) and System Requirement Specification (SRS) documents, validation of installed hardware/BoQ etc.
- Materials outlining the design and schedule of trainings and capacity building workshops for stakeholders in coordination with the system integrator. The training materials and recordings should be provided to POSOCO so that these are available “on-demand” post-training completion by the selected bidder. POSOCO participation in all trainings and workshops must be tracked and to be shared with SAREH.
- Monitoring report on performance of NOAR for the first 4-6 weeks of operation depending on the request by POSOCO, documentation of any problems encountered and recommendation for solution.
- Report on framework for change management related to NOAR platform and its implementation.
- Project completion report that summarizes the work completed during the engagement and recommendation to POSOCO regarding the next steps for the NOAR to best function.

## Schedule of Activities

The project has an expected duration of 4 months with an option of no-cost extension to ensure completeness of the activities as mentioned in the scope of work. The schedule mentioned below is indicative and the actual schedule will be linked to the development and go-live timeline of the NOAR platform. The selected bidder will coordinate with POSOCO to develop a timeline that has to be included in the inception report.

<b>Contract signing (expected)</b>	<b>June 19, 2021</b>
<b>Kickoff meeting</b>	<b>Week 1</b>
<b>Inception report</b>	<b>Week 1</b>
<b>Project management support</b>	<b>Week 2 – Week 10</b>
<b>Hypercare support</b>	<b>Week 10 – Week 16</b>
<b>Stakeholder training</b>	<b>Based on POSOCO’s request</b>
<b>Submission of all deliverables</b>	<b>As per the schedule in the Inception report</b>
<b>Project completion report</b>	<b>Week 16</b>

## Reporting

The selected bidder will work closely with POSOCO, keeping USAID/India and SAREH’s New Delhi team informed about all communications with POSOCO.

### III. AGREEMENT MANAGEMENT AND OVERSIGHT

An agreement between Sannam S4 and the winning bidder shall be subject to all USEA/USAID Special Terms and Conditions, including all mandatory FAR Flow-Down clauses, where applicable, and the provisions included in 2CFR200 and 2CFR700. All bidders are strongly encouraged to review these provisions prior to submitting a proposal.

- Standard Provisions for U.S. Nongovernmental Organizations:  
<https://www.usaid.gov/sites/default/files/documents/1868/303maa.pdf>
- 2CFR200: <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>
- 2CFR700: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part700.pdf>

Subcontract agreement management, oversight, and payment will be carried out by Sannam S4 India.

#### IV. PROPOSAL CONTENT

The proposal must follow the structure outlined below, contain the following components, and be within the page limitations specified below. Failure to follow the outline and page limits prescribed or exclusion of any of the required items will impact the proposal’s scoring and may even lead to disqualification.

<b>Minimum Eligibility</b>			
<b>Subject heading</b>	<b>Description</b>	<b>Additional Notes</b>	<b>Maximum page length</b>
<b>D-U-N-S and SAM</b>	<p>Must include bidder’s current Data Universal Numbering System (D-U-N-S) number</p> <p>Give status of System of Award Management (SAM) registration</p>	<p>Proposals without a D-U-N-S number will not be considered and need not apply.</p> <p>The bidder can propose an association/consortium/partnership of maximum two organizations; however, one organization must be identified as the lead organization who will enter into contract with Sannam S4 and be in compliance with the SAM and DUN registration noted in this RFP.</p>	2 pages
<b>Eligibility Requirements</b>	<p>Bidders must demonstrate the following project experience in the recent 5 years</p> <ol style="list-style-type: none"> <li>1. Prior experience of providing project management support to national or sub-national government agency (ies) on areas related to designing, monitoring and functional testing of software (IT) application development and deployment (also known as go-live), preferably on software applications with features similar to the NOAR platform.</li> <li>2. Prior experience of providing capacity building assistance to a national or sub-national government agency (ies) on use of software (IT) applications</li> </ol>	<p>Bidder to provide information to demonstrate past experience relevant to the eligibility requirements. The information must include project name, project description, client name, year of performance, if the bidder was a lead consultant or an associate, activities delivered by the bidder, key team members involved*, and contact name and details of client for reference.</p> <p>*The proposed team assigned to this project should have ideally worked on these projects. The other eligibility requirements for team members are mentioned later in this section.</p>	5 pages

	<p>for power market such as related to scheduling and dispatch, grid management, open access, power trading, etc. The capacity building assistance should have been provided under a contract and not conducted voluntarily.</p> <p>3. Prior experience of providing technical assistance or capacity building assistance to power utilities, electricity regulators, government agencies on related topics such as power trading, grid codes, open access, power exchange, power market regulations, etc. The assistance should have been provided under a contract and not conducted voluntarily.</p> <p>4. Direct working experience with POSOCO or Central Electricity Regulatory Commission on issues related to power markets is preferred, but not mandatory.</p>		
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<b>Technical proposal</b>			
<b>Subject heading</b>	<b>Description</b>	<b>Additional Notes</b>	<b>Maximum page limit</b>
<b>Understanding of requirements</b>	Bidder's understanding of the scope of work based on the knowledge of the Indian power market and the envisaged role of NOAR platform.	Bidder to avoid repeating the information already provided in the RFP.	2 pages
<b>Approach &amp; Methodology</b>	Bidder's proposed solution to successfully deliver the activities mentioned in the scope of work, highlighting plausible scenarios and challenges that may occur and bidder's approach for resolution.	NA	5 pages
<b>Schedule of Tasks</b>	Timeline for activities and deliverables in accordance with the scope of work.	NA	1 page
<b>Team members, key responsibilities, and bio note</b>	Bidder must propose a team of 4 (four) people minimum with the following requirements.	Bidder to present the key responsibilities assigned to each team member. Related to the responsibilities assigned, bidder to	1 page on the proposed organization of the team and to

	<ul style="list-style-type: none"> <li>• Team Leader with a minimum of 15 years of professional experience and a minimum of 10 years in the power sector/IT consultancy/project management; master's degree (MBA/MS/MTech) in relevant field, minimum experience of 5 years in the Indian power sector</li> <li>• Systems Expert with a minimum of 7 years of professional experience related to IT Infrastructure with good exposure to network &amp; server administration</li> <li>• Functional Expert with a minimum of 7 years of professional experience focused on functional testing and acceptance testing as per functional requirement document and regulatory requirements.</li> <li>• Application or Technical (IT) Expert with a minimum of 7 years of professional experience in managing software development/ software roll out, testing as per system requirement specification, training.</li> <li>• Additional experts as felt necessary by the bidder</li> </ul>	<p>present a brief bio note for each team member showcasing suitability of each team member to perform the assigned tasks.</p> <p>The proposed team should be on the current payroll of the bidder.</p>	<p>demonstrate the fulfillment of the minimum eligibility requirements.</p> <p>2 pages to describe the roles and responsibilities of the proposed team members.</p> <p>Maximum 2 pages for the bio note/CV of each team members describing the current role in the bidder's organization, education, relevant experience related to fulfillment of the eligibility requirements, and relevant experience aligned to the proposed role in this project.</p>
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<b>Financial proposal</b>			
<b>Subject heading</b>	<b>Description</b>	<b>Additional Notes</b>	<b>Maximum page limit</b>
<b>Summary of Fees</b>	Break down of the proposed fee associated with the project such as fee towards labor, direct and indirect costs (printing, administrative supplies, etc.), applicable GST.	<p>Must be in INR</p> <p>GST to be shown separately and included in the final fees.</p> <p>The quoted price will be firm and no price variation due to escalation, inflation, fluctuation in exchange rates, taxes,</p>	1 page



		or any other market factors shall be accepted after the proposal submission.	
<b>Labor Fees</b>	Anticipated labor costs, broken down by the number of person-days and daily fee for each team member proposed for this project.	Must be in INR No mismatch in figures between the labor fee provided in this section and the previous section on "Summary of Costs"	1 page

<b>Annex</b>			
	<b>Description</b>	<b>Notes</b>	<b>Maximum page limit</b>
<b>Annex 1</b>	Proof of System of Award Management (SAM) registration	<p>Please note that <a href="#">SAM registration</a> is a 10-step process and can take several weeks to complete. Please refer to this <a href="#">guide</a> for more information.</p> <p>If a bidder has not completed the SAM registration process by the proposal submission due date, SAREH will accept a proposal if it includes a PDF copy of an email from "<a href="mailto:notification@sam.gov">notification@sam.gov</a>" to the bidder stating that the bidder "<i>successfully submitted the entity registration for NAME OF COMPANY in the U.S. Government's System for Award Management (SAM)</i>".</p> <p>Proposals without proof of SAM registration or an email from <a href="mailto:notification@sam.gov">notification@sam.gov</a> stating acceptance of SAM application, will not be considered and need not apply.</p>	
<b>Annex 2</b>	USAID Contractor Employee Biographical Data Sheet	Completed USAID Contractor Employee Biographical Data Sheet forms for each employee proposed for this project <a href="https://www.usaid.gov/forms/aid-1420-17">https://www.usaid.gov/forms/aid-1420-17</a>	
<b>Annex 3</b>	Organization experience	Summary of the company's or companies' background and experience with relevant projects.	2 pages

## V. EVALUATION CRITERIA

Selection of an offer for award will be based on an evaluation of proposals against qualifications, subject matter expertise, technical approach, and budget justification. Proposals shall first be evaluated from a technical standpoint (qualifications, subject matter expertise and technical approach) without regard to proposed budget justification. For



those proposals determined to be technically acceptable, budget justification will be evaluated to arrive at the best value for money.

Evaluation Criteria:     20%: Bidder's experience with similar projects  
                              25%: Expertise of team members  
                              30%: Technical approach  
                              25%: Cost

#### **VI.       QUESTIONS AND PROPOSAL TIMEFRAME**

All questions related to this RFP should be submitted via email with a read-receipt to Pramod Kumar Singh at [pramod.singh@sannams4.com](mailto:pramod.singh@sannams4.com) no later than 18:00 IST, April 29, 2021. All questions and answers will be made available on USEA website on May 6, 2021.

Interested parties are requested to submit final proposals no later than May 17, 2021 by 18:00 IST. Proposals should be sent via email with a read receipt to Pramod Kumar Singh at [pramod.singh@sannams4.com](mailto:pramod.singh@sannams4.com).

#### **VII.     ERRORS & OMISSIONS**

Prospective bidders shall not take advantage of any apparent errors or omissions in the RFP document. In the event that any errors or omissions are discovered, it is requested to inform Pramod Kumar Singh at [pramod.singh@sannams4.com](mailto:pramod.singh@sannams4.com) immediately.

#### **VIII.    ANNEXURES AND ENCLOSURES**

Interested parties are requested to review the following mandatory enclosures issued by Sannam S4 India. The enclosures shall be treated as an integral part of this RFO document and the agreement that will result from this RFP.

1. Confidentiality Agreement and Undertaking (Annexure-A)
2. Master Service Agreement (Annexure-B)
3. Letter of Undertaking (Anti-Corruption) (Annexure-C)

**ANEXXURE-A**

**CONFIDENTIALITY AGREEMENT AND UNDERTAKING**

THIS AGREEMENT IS MADE ON THE DAY OF <DATE> (“AGREEMENT”)

BY AND BETWEEN: -

\_\_\_\_\_, A COMPANY WHOSE REGISTERED OFFICE IS SITUATED AT \_\_\_\_\_, (“RECIPIENT”) WHICH EXPRESSION UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL MEAN AND INCLUDE SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES, ADMINISTRATORS AND PERMITTED ASSIGNS OF THE FIRST PART;  
AND

(2) SANNAM S4 \_\_\_\_\_, A COMPANY WHOSE REGISTERED OFFICE IS SITUATED AT \_\_\_\_\_, (“ORIGINATOR”) WHICH EXPRESSION UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL MEAN AND INCLUDE ITS SUCCESSORS, AFFILIATES AND ASSIGNS, OF THE OTHER PART.

THE TERMS ‘RECIPIENT’ AND ‘ORIGINATOR’ MAY HEREINAFTER BE COLLECTIVELY AND INDIVIDUALLY REFERRED TO AS ‘PARTIES’ AND ‘PARTIES’, RESPECTIVELY.

WHEREAS: -

(A) THE ORIGINATOR REPRESENTS THAT IT HAS CERTAIN CONFIDENTIAL INFORMATION (AS HEREINAFTER DEFINED) IN ITS POSSESSION WHICH IT IS ENTITLED TO DISCLOSE AND THE RECIPIENT WISHES TO RECEIVE SUCH CONFIDENTIAL INFORMATION IN CONNECTION WITH AN ASSIGNMENT/PROPOSED ASSIGNMENT RELATED ‘ENGAGEMENT OF PROFESSIONAL SERVICES TO BE RENDERED TO THE COMPANY’ (“PROJECT” OR “PURPOSE”).

(B) THE RECIPIENT IS WILLING, IN CONSIDERATION OF BEING SUPPLIED WITH THE CONFIDENTIAL INFORMATION TO GIVE TO ORIGINATOR THE UNDERTAKINGS CONTAINED IN THIS AGREEMENT AND, IN CONSIDERATION OF SUCH UNDERTAKING, THE ORIGINATOR IS WILLING TO DISCLOSE THE CONFIDENTIAL INFORMATION TO THE RECIPIENT SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE MUTUAL COVENANTS PROVIDED FOR HEREIN AND THE BENEFITS INURING TO THE PARTIES HERETO, IT IS AGREED AS FOLLOWS: -

**1. DEFINITIONS AND INTERPRETATION**

1.1 IN THIS AGREEMENT, UNLESS THE SUBJECT OR CONTEXT OTHERWISE REQUIRES THE FOLLOWING WORDS AND EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS: -

“AFFILIATE” MEANS ANY COMPANY, PARTNERSHIP OR OTHER ENTITY WHICH DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL OF ORIGINATOR;

“CONFIDENTIAL INFORMATION” MEANS ANY INFORMATION WHICH IS MADE AVAILABLE TO THE DULY RECIPIENT AND/OR THE AUTHORIZED REPRESENTATIVES OF THE RECIPIENT (WHETHER TRANSMITTED ORALLY, IN WRITING, OR ELECTRONICALLY OR IN ANY GRAPHIC OR IN OTHER TANGIBLE OR INTANGIBLE FORMS) IN WRITING OR OTHERWISE AND NO MATTER IN WHAT FORM OR ON WHAT MEDIUM AND INCLUDES WITHOUT LIMITATION RECORDS, DATA, BANK INFORMATION, FILE MATERIAL, SCHEMATICS, NOTES, MODELS, PLANS, RESEARCH, INVENTIONS, DISCOVERIES, FORMULAE, PROCESSES, DESIGNS, SOFTWARE, COMPUTER PROGRAMS, OBJECT CODES, SOURCE CODES, DRAWINGS, PROTOTYPES, PRODUCTS, SAMPLES, IMPROVEMENTS, DEVELOPMENTS, APPLICATIONS, MARKETING DATA, FINANCIAL DATA, OR PLANS, PROJECTS, PROPOSALS AND ALL INFORMATION AND SPECIFICS RELATED TO FINANCIALS, INVESTORS, SHAREHOLDERS, MANAGEMENT, ECONOMIC, MARKETING AND TECHNICAL INFORMATION, SPECIFICATIONS, IDEAS, CONCEPTS, TECHNOLOGY, PROCESSES, FLOWCHARTS, SOFTWARE, ALGORITHMS,

KNOWLEDGE AND KNOW-HOW TOGETHER WITH ALL INFORMATION ABOUT AND CONTACT DETAILS OF POTENTIAL CLIENT COMPANIES/ FIRMS/ ENTITIES, BUSINESS PARTNERS AND/OR COLLABORATORS, ALL NAMES, TELEPHONE NUMBERS, TELEX/FACSIMILE NUMBERS, AND ADDRESSES OF BUSINESS ASSOCIATES, BROKERS, AGENTS, INTERMEDIARIES, ASSOCIATES, BUYER AND PRICES, MARGINS AND INFORMATION RELATING TO RESEARCH AND DEVELOPMENT, CURRENT PERFORMANCE AND FUTURE STRATEGY AND ANY INFORMATION, ANALYSES, COMPILATIONS, NOTES, STUDIES, MEMORANDA OR OTHER DOCUMENTS DERIVED FROM, CONTAINING OR REFLECTING SUCH INFORMATION BELONGING TO THE ORIGINATOR OR SECURED BY THE ORIGINATOR UNDER CONFIDENTIALITY OBLIGATIONS ASSUMED BY THE ORIGINATOR WITH RESPECT TO CONFIDENTIAL INFORMATION PROPRIETARY TO A THIRD PARTY FOR EXECUTION OF A PROJECT ASSIGNED TO THE ORIGINATOR;

“CONTROL” MEANS THE RIGHT TO APPOINT MAJORITY OF THE DIRECTORS OR TO CONTROL THE MANAGEMENT OR POLICY DECISIONS EXERCISABLE BY A PERSON OR PERSONS ACTING INDIVIDUALLY OR IN CONCERT, DIRECTLY OR INDIRECTLY, INCLUDING BY VIRTUE OF THEIR SHAREHOLDING OR MANAGEMENT RIGHTS OR SHAREHOLDERS AGREEMENTS OR VOTING AGREEMENTS OR IN ANY OTHER MANNER;

“EFFECTIVE DATE” SHALL MEAN THE DATE OF EXECUTION OF THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED; AND

“REPRESENTATIVE” MEANS, AS TO ANY PERSON, SUCH PERSON’S SUBSIDIARIES AND ASSOCIATED COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ADVISERS (INCLUDING WITH LIMITATION, FINANCIAL ADVISERS, LEGAL ADVISERS AND ACCOUNTANTS).

## 2. RECIPIENT’S UNDERTAKING

2.1 IN CONSIDERATION OF ORIGINATOR AGREEING AT THE REQUEST OF THE RECIPIENT TO MAKE AVAILABLE TO THE RECIPIENT AND/OR ITS REPRESENTATIVES THE CONFIDENTIAL INFORMATION IN CONNECTION WITH THE PROJECT, THE RECIPIENT HEREBY REPRESENTS UNDERTAKES AND WARRANTS TO ORIGINATOR AS FOLLOWS: -

2.1.1 THE RECIPIENT AND ITS REPRESENTATIVES WILL NOT USE (WHETHER DIRECTLY OR INDIRECTLY), NOW OR AT ANY TIME, OR PERMIT OR CAUSE TO BE USED, ANY CONFIDENTIAL INFORMATION FOR ANY PURPOSE OTHER THAN UTILIZING THE CONFIDENTIAL INFORMATION EXCLUSIVELY IN CONNECTION WITH AND FOR THE PURPOSES AS DESCRIBED IN THIS AGREEMENT;

2.1.2 THE RECIPIENT SHALL, AND SHALL PROCURE THAT EACH OF ITS REPRESENTATIVES SHALL, KEEP THE CONFIDENTIAL INFORMATION IN COMPLETE CONFIDENCE AND WILL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF ORIGINATOR, AT ANY TIME NOW OR HEREAFTER, DIRECTLY OR INDIRECTLY, DISCLOSE, COPY, REPRODUCE, DISTRIBUTE OR SUPPLY THE SAME, IN WHOLE OR IN PART, TO ANY OTHER THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF ORIGINATOR, WHICH CONSENT SHALL BE GRANTED BY THE ORIGINATOR AT ITS SOLE AND ABSOLUTE DISCRETION);

2.1.3 THAT THE CONFIDENTIAL INFORMATION SHALL BE KEPT IN A SECURE PLACE AT ALL TIMES AND SHALL BE PROPERLY PROTECTED AGAINST THEFT, DAMAGE, LOSS OR UNAUTHORIZED ACCESS;

2.1.4 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CONFIDENTIAL INFORMATION MAY ONLY BE DISCLOSED TO SUCH OF THE RECIPIENT’S REPRESENTATIVES WHO ARE DIRECTLY CONCERNED WITH THE PROJECT AND WHOSE KNOWLEDGE OF SUCH INFORMATION IS ESSENTIAL FOR SUCH PURPOSE AND WHO (PRIOR TO SUCH DISCLOSURE) AGREE IN WRITING TO KEEP SUCH INFORMATION CONFIDENTIAL BY EXECUTING IN FAVOUR OF RECIPIENT A CONFIDENTIALITY UNDERTAKING TO THE SAME EXTENT AS THIS AGREEMENT;

2.1.5 THE RECIPIENT ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION AND ANY COPIES THEREOF SHALL REMAIN AS THE PROPERTY OF ORIGINATOR AND ITS DISCLOSURE BY THE ORIGINATOR SHALL NOT CONFER ON THE RECIPIENT AND/OR ITS REPRESENTATIVES ANY RIGHTS OR LICENSES IN RELATION TO THE CONFIDENTIAL INFORMATION WHATSOEVER BEYOND THOSE CONTAINED IN THIS AGREEMENT. THE RECIPIENT ACKNOWLEDGES THAT ALL RIGHT, TITLE AND INTEREST IN AND TO THE CONFIDENTIAL INFORMATION VESTS IN THE ORIGINATOR AND

ALL SUCH CONFIDENTIAL INFORMATION SHALL REMAIN THE PROPRIETARY MATERIAL OF THE ORIGINATOR AT ALL TIMES;

2.1.6 UPON THE REQUEST OF ORIGINATOR, THE RECIPIENT SHALL: (A) PROMPTLY DESTROY OR RETURN (AT THE OPTION OF ORIGINATOR), AND/OR PROCURE TO BE DESTROYED OR RETURNED, TO ORIGINATOR ALL CONFIDENTIAL INFORMATION IN WHATEVER FORM (INCLUDING ALL COPIES OR EXTRACTS THEREOF, AND SUMMARIES, ANALYSES, COMPILATIONS, FORECASTS, STUDIES, REPORTS, NOTES OR OTHER DOCUMENTS OR MATERIALS DERIVED THERE FROM OR IN ANY WAY RELATES OR PERTAINS TO THE CONFIDENTIAL INFORMATION, WHETHER PREPARED BY OR SUPPLIED TO THE RECIPIENT AND/OR ITS REPRESENTATIVES ON THEIR RESPECTIVE BEHALF) IN THE POSSESSION OF THE RECIPIENT AND/OR ANY OF ITS REPRESENTATIVES AND SHALL DELETE AND REMOVE, OR PROCURE TO BE DELETED AND REMOVED, ALL CONFIDENTIAL INFORMATION FROM ANY DATABASE OR DOCUMENT RETRIEVAL SYSTEM INTO WHICH THE CONFIDENTIAL INFORMATION HAS BEEN PLACED; AND (B) PROVIDE A CERTIFICATE SIGNED BY ONE OF THE RECIPIENT'S DIRECTORS OR ANY AUTHORISED PERSON TO THE EFFECT THAT ALL CONFIDENTIAL INFORMATION HAS BEEN DESTROYED, RETURNED AND/OR REMOVED (AS THE CASE MAY BE) IN ACCORDANCE WITH CLAUSE 2.1.6 (A);

2.1.7 ANY INVOLVEMENT IN THE PROJECT BY THE RECIPIENT SHALL BE THROUGH ORIGINATOR OR ITS AFFILIATES;

2.1.8 THE RECIPIENT SHALL USE THE SAME DEGREE OF CARE AS IT EMPLOYS WITH RESPECT TO ITS OWN CONFIDENTIAL AND PROPRIETARY INFORMATION TO AVOID UNAUTHORIZED DISCLOSURE OR USE OF SUCH CONFIDENTIAL INFORMATION;

2.1.9 THE RECIPIENT AGREES AND ACKNOWLEDGES THAT ANY BREACH OR THREATENED BREACH BY IT AND/OR ITS REPRESENTATIVES OF THE UNDERTAKINGS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT WILL CAUSE IRREPARABLE INJURY TO ORIGINATOR AND ITS AFFILIATES FOR WHICH MONETARY DAMAGES WOULD BE AN INADEQUATE REMEDY AND THAT, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE, IN LAW, IN EQUITY OR OTHERWISE, ORIGINATOR SHALL BE ENTITLED TO OBTAIN INJUNCTIVE RELIEF AGAINST THE BREACH OR THREATENED BREACH OF THIS AGREEMENT OR THE CONTINUATION OF ANY SUCH BREACH BY THE RECIPIENT AND/OR ITS REPRESENTATIVES, WITHOUT THE NECESSITY OF PROVING ACTUAL DAMAGES AND THE RECIPIENT SHALL HOLD HARMLESS AND INDEMNIFY THE ORIGINATOR AND ITS AFFILIATES FOR ANY COSTS, CLAIMS, DEMANDS, LOSSES OR LIABILITIES OF WHATSOEVER NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF A BREACH OF THE OBLIGATIONS OF THE RECIPIENT AND/OR ITS REPRESENTATIVES HEREUNDER, SUBJECT TO THE MAXIMUM OF THE FEE RECEIVED BY THE RECIPIENT IN REGARD TO SUCH SPECIFIC PROJECT WITH RESPECT TO WHICH BREACH WOULD HAVE OCCURRED.

3. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE OBLIGATION OF CONFIDENTIALITY OF THE RECIPIENT UNDER THIS AGREEMENT SHALL NOT APPLY TO THE CONFIDENTIAL INFORMATION OR ANY PART THEREOF WHICH:

(A) HAS BECOME PUBLIC KNOWLEDGE THROUGH NO BREACH OF THIS AGREEMENT, OR;

(B) CAN BE SHOWN REASONABLY DOCUMENTED PROOF AS BEING IN THE RECIPIENT'S POSSESSION AT THE TIME OF DISCLOSURE TO THE RECIPIENT BY ORIGINATOR, OR;

(C) IS AUTHORIZED IN WRITING BY THE ORIGINATOR TO BE DISCLOSED OR RELEASED IN WRITING AS NO LONGER BEING CONFIDENTIAL OR PROPRIETARY BUT ONLY TO THE EXTENT AUTHORIZED, OR;

(D) IS DISCLOSED TO THE RECIPIENT AT ANY TIME BY THIRD PARTIES WITH THE LAWFUL RIGHT TO MAKE SUCH DISCLOSURES AND SUCH THIRD PARTIES ARE NOT BOUND TO ORIGINATOR TO KEEP THE SAME SECRET AND CONFIDENTIAL, OR;

(E) IS DISCLOSED PURSUANT TO A REQUIREMENT IMPOSED BY A GOVERNMENT AGENCY OR AN ORDER FROM A COURT OR A QUASI-JUDICIAL BODY OR IS OTHERWISE REQUIRED TO BE DISCLOSED BY OPERATION OF LAW, EXCEPT THAT PRIOR TO ANY DISCLOSURE PURSUANT TO THIS SUBSECTION, THE RECIPIENT RECEIVING THE REQUEST FOR

THE INFORMATION SHALL NOTIFY AND CONSULT WITH THE ORIGINATOR REGARDING SUCH DISCLOSURE AND ASSISTS THE ORIGINATOR, IF SO REQUESTED, IN SEEKING A PROTECTIVE ORDER OR OTHER APPROPRIATE REMEDY.

#### 4. GENERAL MATTERS

##### 4.1 REMEDIES

NO REMEDY CONFERRED BY ANY OF THE PROVISIONS OF THIS AGREEMENT IS INTENDED TO BE EXCLUSIVE OF ANY OTHER REMEDY WHICH IS OTHERWISE AVAILABLE AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, AND ALL SUCH REMEDIES SHALL BE CUMULATIVE AND SHALL BE IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR NOW OR HEREAFTER EXISTING AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE. THE ELECTION OF ANY ONE OR MORE OF SUCH REMEDIES BY THE ORIGINATOR SHALL NOT CONSTITUTE A WAIVER BY THE ORIGINATOR OF THE RIGHT TO PURSUE ANY OTHER AVAILABLE REMEDY, INCLUDING BUT NOT LIMITED TO SPECIFIC PERFORMANCE OF THIS AGREEMENT AND RECOVERY OF MONETARY DAMAGES.

##### 4.2 ASSIGNMENT

THIS AGREEMENT SHALL BE BINDING UPON AND FOR THE BENEFIT OF THE PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS, PROVIDED THAT THE RECIPIENT MAY NOT ASSIGN OR TRANSFER ALL OR ANY PART OF ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ORIGINATOR WHICH CONSENT SHALL BE GRANTED BY THE ORIGINATOR AT ITS SOLE AND ABSOLUTE DISCRETION.

##### 4.3 ACCURACY

THE CONFIDENTIAL INFORMATION IS PROVIDED WITH NO WARRANTY, REPRESENTATION OR UNDERTAKING AS TO ITS ACCURACY, COMPLETENESS OR FINANCIAL FEASIBILITY. ORIGINATOR AND ITS AFFILIATES ACCEPT NO RESPONSIBILITY TOWARDS THE RECIPIENT AND/OR ITS REPRESENTATIVES FOR THE CONTENT OF THE CONFIDENTIAL INFORMATION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE. THE RECIPIENT SHALL MAKE ITS OWN INDEPENDENT ANALYSIS, VERIFICATION OF SUCH CONFIDENTIAL INFORMATION AND DRAW ITS OWN CONCLUSIONS.

##### 4.4 DURATION

4.1.1 THIS AGREEMENT AND THE CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE BINDING UPON THE RECIPIENT EFFECTIVE FROM THE DATE OF THIS AGREEMENT AND DURING THE SUBSISTENCE OF THE RELEVANT SERVICE AGREEMENT BETWEEN THE PARTIES AND SHALL ALSO SURVIVE TERMINATION OF SAID SERVICE AGREEMENT BETWEEN THE PARTIES, TILL THE TIME THE RECIPIENT IS IN CUSTODY OF ANY CONFIDENTIAL INFORMATION.

4.4.2 THE OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION PROPRIETARY TO A THIRD PARTY AND IN RELATION TO THE PROJECT UNDERTAKEN IN TERMS OF THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

##### 4.5 ANTI-BRIBERY / ANTI-CORRUPTION

THE RECIPIENT IS AWARE THAT THE ORIGINATOR FOLLOWS CERTAIN POLICIES AND STANDARDS WHILE CONDUCTING ITS BUSINESS PRACTICES AND IS ALSO GOVERNED BY THE PROVISIONS OF UK BRIBERY ACT 2010, US FOREIGN CORRUPT PRACTICES ACT. THE RECIPIENT ACCORDINGLY HEREIN EXPLICITLY UNDERTAKES TO PERFORM THE SERVICES AND CONDUCT ITS BUSINESS WHILE RENDERING ITS SERVICES TO THE COMPANY, IN A LAWFUL AND ETHICAL MANNER, AND IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS.

##### 4.6 DATA PRIVACY

THE RECIPIENT HEREIN ACKNOWLEDGES THAT FOR THE PURPOSES OF RENDERING SERVICES IN RESPECT OF THE PROJECT, THE RECIPIENT MAY BE IN RECEIPT OF CERTAIN SENSITIVE PERSONAL DATA OR INFORMATION (SPDI) OF EMPLOYEES OR REPRESENTATIVES OF THE ORIGINATOR. THE RECIPIENT HEREIN EXPLICITLY AND UNEQUIVOCALLY UNDERTAKES, THAT IT SHALL, AT ALL TIMES, UTILISE SUCH INFORMATION ONLY FOR IN RESPECT OF THE PROJECT

AND SHALL CONDUCT AND RENDER ITS SERVICES IN ACCORDANCE WITH AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF LAW GOVERNING DATA PRIVACY AND IN CASE OF BREACH THEREOF, SHALL BE LIABLE THEREUNDER.

5. ENTIRE AGREEMENT

THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS WITH RESPECT TO THIS SUBJECT. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN AGREEMENT EXECUTED BY THE PARTIES HERETO.

6. NOTICES

ALL NOTICES REQUIRED BY THIS AGREEMENT SHALL BE IN ENGLISH AND SHALL BE EFFECTIVE ON THE DATE OF RECEIPT, AND SHALL BE TRANSMITTED BY MEANS OF WRITTEN COMMUNICATION, ADDRESSED AS FOLLOWS:

TO ORIGINATOR:

SANNAM S4 \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

TO RECIPIENT:

ADDRESS:  
ATTENTION:  
E-MAIL:

ALL WRITTEN NOTICES TO, AND OTHER WRITTEN COMMUNICATIONS BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE DEEMED RECEIVED (A) WHEN PERSONALLY DELIVERED BY MESSENGER OR BY MAIL OR (B) FIVE (5) DAYS AFTER BEING SENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, OR (C) WHEN ACTUALLY RECEIVED, IF GIVEN IN ANY OTHER MANNER INCLUDING VIA ELECTRONIC MAIL.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA.

7.2 IN THE EVENT OF ANY DISPUTES AND /OR ANY DIFFERENCES ARISING BETWEEN TO THE PARTIES TO THIS AGREEMENT AND/OR ANY BREACH OF THIS AGREEMENT, THE PARTIES WILL ATTEMPT TO RESOLVE IT MUTUALLY WITHIN FIFTEEN (15) DAYS OF ONE PARTY GIVING NOTICE TO THE OTHER, FAILURE TO ARRIVE AT AN AMICABLE RESOLUTION OF THE DISPUTE OR DIFFERENCE MAY BE REFERRED TO ARBITRATION BY A SOLE ARBITRATOR APPOINTED BY THE ORIGINATOR. THE ARBITRATION SHALL BE HELD AT NEW DELHI. THE LANGUAGE OF THE ARBITRATIONS SHALL BE ENGLISH. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND CONCLUSIVE AND BINDING UPON THE PARTIES. THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.3 SUBJECT TO CLAUSE 7.2 ABOVE, THE COURTS AT NEW DELHI SHALL HAVE JURISDICTION TO ADJUDICATE THE MATTERS PERTAINING TO THIS AGREEMENT.

//REMAINING PAGE LEFT BLANK INTENTIONALLY//  
//SIGNATURE PAGE SHALL FOLLOW//

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE MENTIONED HEREIN.

FOR AND ON BEHALF OF THE ORIGINATOR:

SIGN:  
NAME:  
DESIGNATION:  
DATE:

FOR AND ON BEHALF OF THE RECIPIENT:

SIGN:  
NAME:  
DESIGNATION:  
DATE:



**ANNEXURE-B**

**MASTER SERVICES AGREEMENT**

*[To be printed and executed on an Indian non-judicial stamp paper of requisite value]*

This Master Services Agreement (“Agreement”) entered into on this ..... [insert date] day of ..... [insert month and year] at ..... [insert place of execution];

BY AND BETWEEN:

Sannam S4 \_\_\_\_\_, a company incorporated under the laws of India, and having its registered office at ..... (hereinafter referred to as the “Company” which term shall be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

....., a company incorporated under the laws of India, and having its registered office at ....., acting through its authorised signatory ....., duly authorised (hereinafter referred to as the “Service Provider”, which term shall be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The “Company” and the “Service Provider” are, wherever the context so requires, hereinafter collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

- A. The Company requires certain services to be provided to it in support of its business (which services are more specifically set out under the Statement of Works (“SoW”) stated in the serially numbered Annexures as annexed herewith or as may be added from time-to-time by way of entering into Addendum to this Agreement (“Services”) hereto.
- B. The Service Provider has represented that it is able to assist the Company by providing the services set out in respective Annexure.
- C. The Parties desire to record the terms and conditions which shall govern the engagement of the Service Provider in respect of the Services by the Company as set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be bound legally, agree as follows:

- 1. DEFINITIONS AND INTERPRETATION
  - 1.1 Definitions

All defined terms used in this Agreement (whether capitalized or not and in all their grammatical variations) shall have the meanings assigned to them in this Clause, unless otherwise clearly indicated or defined in this Agreement.

(a) “Agreement” shall mean this Master Services Agreement, as originally entered into between the Parties herein, duly executed and delivered and shall include any and all attached Exhibit(s)/Schedule(s)/Annexure(s) and all instruments supplemental to or in amendment or confirmation of this Agreement and shall also include any renewal, entered into by the Parties in writing in terms of this Agreement;

- (b) “Business Days” shall mean a day, not being a Saturday or Sunday or when banks in New Delhi, India are open for business;
- (c) “Confidential Information” shall mean provisions of this Agreement, confidential and proprietary information relating to the business of the Parties, including Intellectual Property, information relating to the operations, customers, financial results, reports, forecasts, pitches, tenders, incidents or investigations of the past, trade secrets, software development, inventions, designs and products of the Parties, in any form whatsoever;
- (d) “Effective Date” shall mean the date of execution of this Agreement or in case this Agreement is signed by the Parties at different places on different dates, the term “Effective Date” shall mean the date of which this Agreement is last signed by a Party to this Agreement;
- (e) “Intellectual Property” shall mean any current and future intellectual property, including, copyrights, trademarks, trade names, domain names, rights in logos, inventions, trade secrets and know-how including commercial know-how, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case in any part of the world and whether or not registered, including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world;
- (f) “Service(s)” shall have the meaning ascribed to it in Recital A hereto and more specifically set out in respective Annexures hereto;
- (g) “Services Fees” shall have the meaning ascribed to it in Clause 4 and more specifically set out in respective Annexures hereto;
- (h) “Service Request” shall mean the requests for rendering any Service in terms of this Agreement;
- (i) “Term” shall have the meaning ascribed to it in Clause 2.4 hereto.

## 1.2 Construction

- (a) Unless otherwise stated, any reference herein to any Recital, Clause or Annexure is to a recital or clause of or annexure to this Agreement. The Recitals to this Agreement shall be deemed to form an integral part of this Agreement.
- (b) Headings are solely for the sake of convenience and shall not be applied in the interpretation of this Agreement.
- (c) Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- (d) The terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be.
- (e) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (f) The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

(g) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any letters executed in connection therewith, except as otherwise provided in this Agreement.

(h) The term "person" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity (as the case may be).

(i) References to writing include printing, typing, lithography and other means of reproducing words in a visible form.

(j) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, modifications, re-enactments or replacements of any of them, as may be applicable to this Agreement.

(k) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

(l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 (twenty-four) hours later.

## 2. SERVICES

2.1 The Company hereby engages the Service Provider to render the Services as set forth in terms of this Agreement.

2.2 The Service Provider hereby agrees to provide the Services to the Company as set forth in terms of this Agreement.

2.3 This Agreement shall come into force on the date first mentioned hereinabove and shall remain in force until the term/validity as set forth in the respective SoW unless terminated earlier in terms of Clause 8 hereto.

2.4 The Service Provider agrees to provide its Services to the Company under this Agreement as per the timelines mutually agreed and set forth herein between the Parties.

2.5 No authority is hereby given by the Company to the Service Provider to execute any contracts or sign any agreements or documents on behalf of the Company for any purpose whatsoever.

## 3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 The Service Provider shall perform its duties, responsibilities and obligations under or pursuant to this Agreement and shall provide Services by devoting utmost due diligence, time and expertise.

3.2 The Service Provider shall render the Services strictly in accordance with the terms and conditions of this Services Agreement.

3.3 The Services Provider shall ensure that all Service Requests are processed validly in terms of this Services Agreement.

3.4 The Service Provider shall notify the Company with immediate effect in the event any circumstance arises which could result in the Company incurring any liability to a third party for negligence.

#### 4. PAYMENTS AND DEDUCTIONS

4.1 In consideration of the provision of the Services and the fulfilment and performance of these Services, the Company shall pay and the Service Provider shall receive such fees on the basis of invoices raised by the Service Provider from time-to-time, and as per the fees as set out in respective SoW (the "Fees") - on a monthly basis, or as may be stated otherwise in respective SoW.

4.2 For avoidance of doubt, the Parties herein explicitly agree that any invoices received after 90 (ninety) days from the date of transaction will be considered as service not received and will not be paid by the Company.

4.3 All Fees paid to the Service Provider under or pursuant to this Agreement shall be subject to the applicable withholding taxes under the laws of India. Any Goods and Service tax (GST) liability, if applicable and charged by the Service Provider, shall be borne by the Company. The Service Provider shall ensure timely deposit and due filings of the same with appropriate authorities.

4.4 It is agreed by the Service Provider that any expenses incurred by it while carrying out the Services will be in line with the Company's expense policies as agreed between the Parties, from time-to-time.

4.5 Company is maintaining its billing cycles which run on 5th (fifth), 15th (fifteenth) and 25th (twenty-fifth) day of every calendar month and on such days the Company will release the payment to the Service Provider towards the settled and approved invoices raised by the Service Provider and which have completed age of 21 (twenty one) days from the date of approval from the concerned official of the Company.

4.6 The Service Provider shall be responsible to verify every Service Request made to it with the concerned official of the Company.

#### 5. ACKNOWLEDGEMENTS AND UNDERTAKINGS

5.1 The Parties acknowledge that, for the purposes of this Agreement, the Service Provider is an independent contractor and that the Service Provider is not entitled and shall not, negotiate, enter into or accept any contract binding upon the Company or an order for and on behalf of the Company, incur any liability on behalf of the Company or in any way pledge the credit of the Company, and nothing in this Agreement shall constitute a partnership or agency relationship between the Parties. The Parties have entered into this Agreement on a principal to principal basis.

5.2 The Service Provider agrees at all times to uphold the good name and reputation of the Company and not to do or permit or attempt to do any act or thing likely to cause any damage to or bring discredit upon the Company. The Service Provider shall, at all times, act with all due care and utmost good faith in connection with the affairs of the Company and shall observe strict confidentiality with regard to information obtained in pursuance of this Agreement.

5.3 The Service Provider herein acknowledges that for the purposes of rendering the Services under this Agreement, the Service Provider may be in receipt of certain Sensitive Personal Data or Information (SPDI) of respective employees of the Company.

5.4 Further, in respect of SPDI, the Service Provider herein explicitly and unequivocally undertakes, that it shall, at all times, conduct and render the Services in accordance with and in compliance with applicable provisions of law, inter-alia Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or such other applicable laws, as may be applicable and in-force law, and in case of breach thereof, shall be liable thereunder.

5.5 Any data provided, used, generated and/or database created or maintained in the provision of Services shall be owned by the Company and the Service Provider shall not have any right, title or interest in the same.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants to the other that the following statements are true and correct:

(a) It has the requisite power and authority to enter into this Agreement and to perform its obligations. This Agreement has been duly authorised by all necessary resolutions and will be duly executed and delivered by it and upon such execution and delivery; it shall constitute a legal, valid and binding obligation, enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the terms of this Agreement will not, conflict with, or result in any violation or breach of or default under, any provision of (i) its constitutional documents; and / or (ii) any contract to which it is a party; and / or (iii) any law applicable to it.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 The exclusive ownership of all Intellectual Property and all other rights in respect of all plans, drawings, calculations, designs, systems, databases and all other documents, whether registered or un-registered, whether registrable or un-registrable, whether accruing as a result of law or fact, made or created by the Service Provider, during the term hereof, shall in their current version and any other earlier version be the sole and exclusive property of the Company are hereby assigned directly and forthwith to the Company, in perpetuity and shall be treated as "works done for hire". The Service Provider hereby irrevocably and unconditionally transfers and assigns to the Company, in perpetuity, total, absolute, unfettered and unrestricted title (present and future) in any of the above, that, due to applicable law, or otherwise, constitute the property of the Service Provider or any person employed by the Service Provider for the creation of any of the above. This assignment shall survive the termination or cancellation or expiry of this Agreement regardless of the method or manner in which it was terminated or cancelled. In order to give effect to such assignment, the Service Provider hereby irrevocably designates and appoints the Company and its duly authorised officers and agents as the Service Provider's agent and attorney in fact, to act for and on the Service Provider's behalf and stead. The Parties agree that the Service Provider will not be entitled to any additional remuneration or compensation in this regard and the terms and conditions of this Agreement shall be sufficient consideration for the same.

7.2 The Parties agree and acknowledge that the above clause is necessary to protect the Company as it is the Company that would be bearing all expenses and exposure to risk under this Agreement and that the Service Provider is not responsible for any innovation and bears no risks.

7.3 The Service Provider shall ensure that all employees or persons employed by it for the provision of the Services under this Agreement are bound by the provisions of this Clause.

7.4 The Service Provider shall not, without prior written consent of the Company, use or copy any Intellectual Property for any purposes whatsoever except to the extent necessary to provide Services in accordance with this Agreement.

7.5 The Service Provider agrees that all written records of all Intellectual Property, in the form of notes, sketches, drawings, and any other format, shall be available to and remain at all times the sole property of the Company.

7.6 This Clause 7 shall survive any expiry or earlier termination of this Agreement.

## 8. TERMINATION

8.1 Either Party may terminate this Agreement at any time by giving to the other Party 30 (thirty) days' prior written notice. Except as agreed in this Agreement, no compensation/damages shall be payable to either Party due to the termination of this Agreement.

8.2 The Company (the “Terminating Party”) shall have the right to terminate this Agreement forthwith without any notice to the Service Provider in the event of the occurrence of any of the following (“Default”):

- (a) If the Service Provider commits any breach of this Agreement and fails to cure the same within 7 (seven) days of receipt of written notice from the Company / Terminating Party with respect to such breach;
- (b) If the Service Provider fails to or is not ready and willing to fulfil any of its obligations under the terms of this Agreement;
- (c) If the Service Provider commits an act or conducts itself in a manner or becomes involved in a situation which in the reasonable opinion of the Company being the Terminating Party, brings it/them into public disrepute, contempt, scandal or ridicule, is detrimental to his/their image and brand, offends public opinion or the sensibilities of any substantial class or group, or reflects unfavourably upon the reputation of the Company;
- (d) If the Service Provider is barred/ prohibited/ restricted in any manner howsoever from fulfilling its obligations hereunder;
- (e) If the Service Provider breaches any of its representations or warranties or any of them are found to be untrue or misleading; or
- (f) If the Service Provider demonstrates gross negligence or wilful misconduct, or commits any tortuous or criminal act, or wilfully or intentionally acts in any way with the intent to harm the Company.

8.3 The Service Provider herein explicitly and unequivocally agrees that in the event of termination of this Agreement pursuant to a Default hereinabove, wherein the Terminating Party is the Company, the Service Provider shall be entitled only to the Fees till the date of termination of this Agreement.

## 9. INDEMNITY

9.1 The Service Provider (the “Indemnifying Party”) hereby agrees to indemnify and hold harmless, the Company (the “Indemnified Party”) and its respective officers, directors and shareholders from and against any actions, suits, penalties, losses, liabilities, damages or costs (including reasonable legal fees) arising out of a breach of the provisions of this Agreement, any of its representations, warranties and covenants as set forth in this Agreement or, where the Service Provider (being the Indemnifying Party), as a result of its actions and/ or activities being in excess of the scope specifically authorised in this Agreement. This Clause shall survive any expiry or earlier termination of this Agreement. No Party shall be liable to indemnify the other for any indirect or consequential loss or damage caused to the other.

## 10. CONFIDENTIALITY

10.1 The Service Provider acknowledges that, in the course of providing Services to the Company, it may become aware of or come into possession of certain Confidential Information. The Service Provider hereby undertakes and agrees not to disclose such information, except with the prior written approval of the authorised representative of the Company.

10.2 The terms and conditions specified in Clause 10.1 above shall not apply to:

- (a) information which, at the time of disclosure, is in the public domain; or
  - (b) information which, after disclosure, becomes part of the public domain by publication or otherwise, other than by breach of this Agreement; or
  - (c) all property, notes, memoranda, disks, lists of customers, technical information, marketing information, drawings, plans, and other papers or materials, documents, and copies thereof, relating or belonging to the
-

Company, must immediately upon the termination of this Agreement or its expiry, be delivered by the Service Provider to the Company. This Clause shall survive any expiry or earlier termination of this Agreement.

## 11. ASSIGNMENT

Neither Party shall be entitled to assign this Agreement or any of their rights or obligations hereunder, without the prior written consent of the other Party.

## 12. Dispute Resolution and Governing Law

12.1 This Agreement shall be interpreted and governed in all respects by the laws prevailing in India.

12.2 If any dispute shall at any time arise between the Parties with respect to the validity, interpretation, implementation, termination or alleged breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, then the Parties shall attempt to settle such dispute amicably between them.

12.3 In the event that such dispute has not been amicably settled within 10 (ten) days from the date of initiation of such discussions by way of written notice, then such a question or dispute shall be referred to arbitration.

12.4 The arbitration proceedings shall be carried out in accordance with the Indian Arbitration and Conciliation Act.

12.5 For the purposes of the arbitration proceedings hereunder, a sole arbitrator shall be appointed by the Company only.

12.6 The place and seat of arbitration shall be at New Delhi only and the language to be used in the arbitral proceedings shall be English.

12.7 The fees of the arbitrator(s) shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

12.8 Subject to Clauses 12.1 to 12.7, each Party submits to the exclusive jurisdiction of the courts of New Delhi, India.

## 13. Anti-Corruption Principles

13.1 The Service Provider is aware that the Company follows certain policies and standards while conducting its business practices. The Service Provider is aware and herein acknowledges that the Company strongly believes in transparency and probity in its business dealings and that the Company does not tolerate receiving or giving bribes for any reason whatsoever. The Service Provider accordingly herein explicitly undertakes to perform the Services and conduct its business while rendering its Services to the Company, in a lawful and ethical manner, and in accordance with the aforementioned business practice of the Company and all Indian applicable laws and regulations.

13.2 Further, the Service Provider herein explicitly acknowledges that the aforesaid policies and business practices of the Company prohibits it from making, promising, or authorising the making of a payment or providing anything of value to any Government Official to improperly or corruptly induce that official to make any governmental act or decision to assist the Company in obtaining or retaining business, or to otherwise obtain an improper advantage in respect of the scope of Services envisaged in this Agreement.

13.3 The Service Provider is aware that the Company follows certain policies and standards while conducting its business practices and is also governed by the provisions of UK Bribery Act 2010, US Foreign Corrupt Practices Act. The Service Provider shall execute a separate Letter of Undertaking, to the effect of its undertaking to comply with applicable anti-bribery laws and do such acts and deeds, as the Company may deem fit and require the Service Provider to undertake.



## 14. MISCELLANEOUS

### 14.1 Survival

Notwithstanding anything contained in this Agreement, Clauses 5, 6, 7, 9, 10, 12 and 14 will survive the termination and/or expiry of this Agreement.

### 14.2 Notices

(a) Any notice required to be sent under this Agreement shall be in writing and shall be sent or delivered to the receiving Party at the address set forth at the beginning of this Agreement, or at such other address as the Parties may from time to time designate in writing.

(b) Any notice or other communication shall be sent by certified or registered mail/post, internationally recognised courier, email, or by hand delivery.

(c) All notices referred in this Agreement or other communications shall be deemed to have been duly given or made:

1. in case of a registered mail, 7 (seven) days after its posting by the Party;
2. in case of a courier, 4 (four) days after its dispatch by the Party;
3. in case of hand delivery, at the time of delivery;
4. if delivered by email, when the activity report confirms successful transmission provided delivery.

### 14.3 Modification

No modification of, or amendment to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing and signed by the Parties.

### 14.4 Waiver

No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy, or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude, any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law.

### 14.5 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, prohibited or unenforceable to any extent for any reason, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from one Party to another and the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and such other provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

### 14.6 Force Majeure

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No Party shall be liable for non-performance or delay in performance of any obligation stipulated in this Agreement if such non-performance or delay is caused by an event of Force Majeure (being an event beyond the control of the affected Party) that materially impairs the ability of the affected Party to perform its obligations under this Agreement, subject to however, (i) the affected Party giving prompt notice (together with any notice or information it has received regarding the Force Majeure event) and its likely duration to the other Party advising of the occurrence and effects of the event of Force Majeure and (ii) ensuring (and where required produce evidence for) using all reasonable efforts to minimize any adverse consequences resulting from the event of any Force Majeure event.

14.7 Non-Solicitation

The Service Provider agrees that during the subsistence of this Agreement and for a period of 12 months following the expiration of this Agreement, the Service Provider will not, directly or indirectly, solicit, induce, recruit or encourage other’s employees, consultants, representatives or agents to terminate their employment, representation or other association with their respective employer, or take away such employees, representatives, agents or consultants, or attempt to solicit, induce, recruit, encourage or take away such employees, representatives, agents or consultants, either for its own benefit or for the benefit of any other person or entity.

14.8 Complete Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other previous understandings and assurances, between all or any of the Parties in relation to all or any of such matters.

14.9 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

14.10 Binding Effect

This Agreement shall be binding on the Parties. Parties assure that they have read and understand the contents of this Agreement.

//Remaining page left blank intentionally//  
//Signature page shall follow//

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE MENTIONED HEREIN.

For and on behalf of the Company - Sannam S4 \_\_\_\_\_:

Sign:            Name:            Designation:    Date:

For and on behalf of the Service Provider - \_\_\_\_\_:

Sign:            Name:            Designation:    Date:

ANNEXURE 1

Statement of Works ("SoW") 1

This Statement of Works ("SoW") is in reference to the Master Services Agreement dated \_\_\_\_\_ entered into between Sannam S4 \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Service Provider") and reads as under:

Statement of Works ("SoW") 1

Nature of Services      Fees (INR)  
[insert specification of services] [insert fee details payable]

Effective Date and Term:

This SoW and the Fees stated herein shall be valid for a period effective from \_\_\_\_\_ to \_\_\_\_\_. [insert effective date and term of the SoW]

Terms of this SoW are to be read along with the terms of the above-mentioned Master Services Agreement and are hereby acknowledged and agreed by:

For and on behalf of:  
Sannam S4 \_\_\_\_\_

Sign:  
Name:  
Designation:  
Date:

For and on behalf of:  
\_\_\_\_\_ [insert name of the Service Provider]

Sign:  
Name:  
Designation:  
Date:

LETTER OF UNDERTAKING (Anti-Corruption)

\_\_\_\_\_, 20XX

To  
The Board  
Sannam S4 \_\_\_\_\_,

Sub: Letter of Undertaking to comply with applicable anti-bribery laws.

Ref: Letter of Engagement / Agreement dated \_\_\_\_\_ (“Agreement”).

Dear Sir/Madam,

This is in reference to the aforementioned Agreement entered into between Sannam S4 \_\_\_\_\_, hereinafter referred to as the “Company” and \_\_\_\_\_ hereinafter referred to as the “Service Provider”.

The Service Provider is aware that the Company follows certain policies and standards while conducting its business practices. The Service Provider is aware and herein acknowledges that the Company strongly believes in transparency and probity in its business dealings and that the Company does not tolerate receiving or giving bribes for any reason whatsoever.

The Service Provider herein explicitly acknowledges that the aforesaid policies and business practices of the Company prohibits it from making, promising, or authorising the making of a payment or providing anything of value to any Government Official to improperly or corruptly induce that official to make any governmental act or decision to assist the Company in obtaining or retaining business, or to otherwise obtain an improper advantage in respect of the scope of Services envisaged in the Agreement.

The Service Provider accordingly herein explicitly undertakes to perform the Services and conduct its business while rendering its Services to the Company, in a lawful and ethical manner, and in accordance with the aforementioned business practice of the Company and all Indian applicable laws and regulations.

The Service Provider herein explicitly and unequivocally agrees and undertakes to abide by the anti-bribery policies as may be applicable on the Company as defined under UK Bribery Act 2010, US Foreign Corrupt Practices Act or other similar legislation and, in this regard, undertakes to undergo and complete requisite trainings, as may be required and directed by the Company, from time-to-time.

The Service Provider herein explicitly acknowledges that the Company shall have the right to forthwith terminate the Agreement, in case the Service Provider fails to comply with Anti-bribery policy of the Company and / or complete aforementioned requisite trainings.

For and on behalf of \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

END OF RFP