

TERMS AND CONDITIONS FOR USE OF THE www.procureeasy.com E-Procurement

1 Definitions

- 1.1 For the purposes of this document, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Agreement" means this Agreement of Terms and Conditions on ProcureEasy as amended by the Service Provider from time to time.

"Certifying Authority" shall have the same meaning as in the Information Technology Act 2000.

"Contract(s)" shall unless otherwise specified in this Agreement refer to Contract(s) concluded between Buying Organization and Selling Partner through ProcureEasy.

"Designated Place" means the Website Page(s) designated by the Service Provider from time to time for the purpose of the Selling Partner accessing and viewing Message(s) transmitted by the Buyer Organization through ProcureEasy

"Digital Signature" shall have the same meaning as in the Information Technology Act 2000.

"Framework Agreement" means a binding arrangement over a fixed period, between the Buyer Organization and the Selling Partner whereby, in accordance with pre-agreed terms, the Selling Partner agrees to provide quotations to the Buyer Organization for the provision of the specified goods and/or services as and when the Selling Partner receives an request to submit quotation from the Buying Organization. The Buying Organization's acceptance of the Selling Partner's quotation shall result in a binding contract for the provision of the specified goods and/or services and the contract shall be governed by the terms and conditions of the Framework Agreement as well as the Selling Partner's quotation and the Buying Organization's acceptance.

"ProcureEasy" means a structured electronic system operated by the Service Provider via the Internet which facilitates the procurement of goods and/or services by the various Buying Organization through electronic means.

"Message(s)" means data structured in accordance with ProcureEasy and the Website and transmitted electronically through ProcureEasy between the Selling Partner, Buying Organization and/or Service Provider and/or generated by ProcureEasy, including where the context admits any part of such data.

"Messages Log" means a complete historical record of all Messages transmitted through and/or generated by ProcureEasy.

"Party" means either the Service Provider or the Selling Partner and "Parties" mean both the Service Provider and the Selling Partner.

"Period Contract" means a binding arrangement between the Buying Organization and the Selling Partner for the provision of specified goods and/or services on pre-agreed terms over a fixed period. The Period Contract represents a standing offer by the Selling Partner to provide the specified goods and/or services to the Buying Organization on the pre-agreed terms as and when the Buying Organization issues an order to the Selling Partner for the purchase of the specified goods and/or services. When the Buying Organization issues an order for the purchase of the specified goods and/or services, the resulting contract between the Buying Organization and the Selling Partner shall be governed by the terms and conditions of the Period Contract.

“*Representative*” means any person authorized by the Selling Partner in accordance with this Agreement to access and use ProcureEasy on the Selling Partner’s behalf. Notwithstanding anything in this Agreement, any person who uses and/or enters the correct Security Device during the registration process shall be deemed to be a Representative of the Selling Partner.

“*Security Device*” means any or any combination of Login ID, password, electronic device with encoded electronic strip and/or chip, digital signature or such other device, method, item or machine prescribed during registration for access and/or use of ProcureEasy or any part thereof by the Selling Partner.

“*Selling Partner*” means any person who has applied for and granted by the Buying Organization the right to access and use ProcureEasy upon the terms and conditions of this Agreement and shall, where the context so admits, include its Representatives.

“*Website*” means the Internet web site of ProcureEasy, <http://www.procureeasy.com>, maintained by the NIIT technologies Ltd. and shall include but not limited to all its pages and all information, text, forms, items, images, links, sound and graphics displayed therein.

“*Buying Organization*” means any legal entity such as: a state, a government or a corporation incorporated and based in the country of India that acquires the use of the ProcureEasy from the Service Provider for its own use and not for distribution or sub-licensing to third parties.

“*CDAC*” means Center for Development of Advanced Computing, an autonomous society under the administrative purview of Department of Information Technology , Ministry of Communications & Information Technology, Government of India having its office at Anusandhan Bhawan, C-56/1, Sector – 62, Institutional Area, Noida U.P.

“*NIIT*” means NIIT Technologies Limited, a company incorporated in India under the Companies Act, 1956 having its office at 8, Balaji Estate, Sudarshan Munjal Marg, Kalkaji, New Delhi – 110019.

“*Service Provider*” means CDAC and / or NIIT.

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 The headings are for convenient reference only and shall not affect the interpretation of this interpretation.
- 1.4 Words importing a gender include any other gender.
- 1.5 A reference to a person includes individuals, partnerships and other bodies, whether corporate or otherwise.
- 1.6 Any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislation made thereunder.
- 1.7 All references to date and time in this Agreement or pursuant to this Agreement (including but not limited to the date and time of delivery of Messages) shall be India date and time.

2 **ProcureEasy**

- 2.1 The Service Provider agrees to grant the Selling Partner the limited right to access and use ProcureEasy on the terms set out herein and such other terms as may be specified by the Service Provider from time to time.

- 2.2 The Selling Partner will pay the prevailing subscription fee. The prevailing subscription fee will be set by the Service Provider from time to time in the Website.
- 2.3 A Selling Partner who pays the said annual fee shall be entitled to participate in Invitations to Tender, Period Contracts, Framework Agreements and Invitations to Quote and like issued by the Buying Organization from time to time through ProcureEasy for a period of one (1) year from the date the said annual fee is payable.
- 2.4 The Selling Partner agrees to fully comply with and observe all the terms of this Agreement. Without prejudice to the foregoing, the Selling Partner agrees not to transmit any Message or make any communication under this Agreement which is in any way inconsistent with or derogates from the terms of this Agreement.
- 2.5 Where any Period Contract/Framework Agreement or any such agreement or document has been exchanged or concluded between the Buying Organization and the Selling Partner and the Buying Organization procures or seeks to procure, through ProcureEasy, the goods and/or services from the Selling Partner, both Buying Partner and Selling Organization agree that their relationship shall be governed by the terms of the Period Contract/Framework Agreement or any other Contract or agreement or document executed / exchanged between the Selling Partner and Buying Organization. Notwithstanding anything contained herein Service Provider acts only as intermediary to facilitate / integrate transactions between the Buying Organization and Selling Partner through ProcureEasy platform for various Buying Organizations **and shall in no way** be responsible for any damages, additional cost, losses, expenses and/or taxes incurred by Selling Partner on account of any mis-statement or any other act or omission of Buying Organisation. In no event shall Service Provider, its directors, officials, representatives and employees be liable for any damages relating to products or services supplied through ProcureEasy platform.
- 2.6 Where the Buying Organization procures or seeks to procure any goods and/or services from the Selling Partner through ProcureEasy, both Buying Partner and Selling Organization agree that, subject to Clause 2.5, the terms of any resulting Contract between the Buying Organization and the Selling Partner for the purchase and supply of the specified goods and/or services shall be subject to the terms of this Agreement and any inconsistency between this Agreement and the contract shall be resolved in favour of this Agreement.
- 2.7 Parties agree that subject to Clause 2.5, the form and contents of Messages shall be subject to this Agreement and any inconsistency between any Message and this Agreement shall be resolved in favour of this Agreement.

3 Security, Access and Use of ProcureEasy

- 3.1 The Selling Partner shall access and use ProcureEasy in the manner and with the use of such Security Devices as are or as may be prescribed by the Service Provider from time to time.
- 3.2 The Service Provider reserves the right to prescribe different Security Devices for accessing and/or using ProcureEasy or any part thereof, including but not limited to prescribing different Security Device(s) for accessing and/or using different parts of ProcureEasy. The Service Provider also reserves the right to vary, from time to time, the Security Device(s) and/or the manner of accessing and/or using ProcureEasy or any part thereof. The Service Provider will inform the Selling Partner by posting a notice on the Website of any change(s) in the Security Device(s) and/or the manner of accessing and/or using ProcureEasy or any part thereof and such posting notice shall constitute sufficient notice to the Selling Partner. It shall be the sole duty of the Selling Partner to check the Website for any such

- change(s). The Service Provider shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.2.
- 3.3 Without prejudice to Clause 3.2, the Service Provider reserves the right to prescribe password(s) and Login ID(s) for the Selling Partner and its Representatives as well as any combination and/or sequence of letters and/or numerals for the password(s) and Login ID(s). The Service Provider shall also have the right to amend such password(s) and Login ID(s) from time to time upon giving the notice to Selling Partner. The Service Provider shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.3.
- 3.4 Notwithstanding anything, the Service Provider shall be entitled to deactivate or revoke:
- a. passwords and/or Login IDs of the Selling Partner and its Representatives upon termination or breach of any of the terms of this Agreement;
 - b. passwords and/or Login IDs of Representatives whose authorisation has been revoked; and
 - c. passwords and/or Login IDs which the Service Provider knows or suspects to have been compromised.
- 3.5 The Selling Partner shall authorise Representative(s) to access and use ProcureEasy on its behalf. The Selling Partner shall notify the Service Provider in writing of its Representative(s) in the form and manner prescribed by the Service Provider from time to time. The Selling Partner's Representative(s) shall not be allowed to access and use ProcureEasy on the Selling Partner's behalf until the Service Provider activates the account(s) of the Representative(s) in ProcureEasy and gives written notice to the Selling Partner of the same. The effective date of the activation of the account(s) of the Selling Partner's Representative(s) shall be the date of the Service Provider's written notice.
- 3.6 The Selling Partner shall also immediately notify the Service Provider in writing in the form and manner prescribed by the Service Provider from time to time of any changes in its particulars or the particulars of its Representative(s). The Service Provider shall make the necessary changes in ProcureEasy and give written notice to the Selling Partner of the same. The changes shall only take effect on the date of the Service Provider's written notice to the Selling Partner. The Selling Partner's Representative may make changes to his own particulars in ProcureEasy and the changes shall take effect immediately upon execution of the changes in ProcureEasy by the Representative.
- 3.7 The actions, failures, omissions and defaults of the Selling Partner's Representative(s) shall be construed and be given legal effect as if they are the actions, failures, omissions and defaults of the Selling Partner and the Selling Partner shall be fully responsible for all such matters.
- 3.8 The Selling Partner shall do all things necessary to preserve and maintain the integrity and security of ProcureEasy, including but not limited to ensuring that there is no unauthorised access and/or use of ProcureEasy or any Security Device and that the Security Devices are treated with extreme care and are available to and used by only its authorised Representatives.
- 3.9 The Selling Partner shall ensure that all Messages transmitted by it or its Representative(s) are duly authorised. The Selling Partner shall in any event be fully responsible for all Messages transmitted by it or by its Representatives(s).
- 3.10 The Selling Partner agrees, after taking into account all relevant factors, that the security procedure for ProcureEasy constitutes a commercially reasonable security procedure.

- 3.11 The Selling Partner agrees that the Service Provider and Buying Organization is entitled to rely on the correct use and/or entry of the prescribed Security Device(s) by the Selling Partner or its Representative(s) as conclusive evidence of the authenticity of the Message and the authority of the originator of such Message.
- 3.12 Subject to the Buying Organization or Service Provider's obligation only to verify that Messages were transmitted by the Selling Partner or its Representative(s) using the appropriate Security Device prescribed by the Service Provider or Buying Organization (as the case may be), the Service Provider or Buying Organization (as the case may be) shall be entitled to rely on Messages and the Selling Partner shall be bound by them.
- 3.13 The Service Provider shall be entitled to prescribe such codes and abbreviations for use in ProcureEasy and may delete, amend or make additions to such codes and abbreviations from time to time. The codes and abbreviations used in ProcureEasy shall be set out and explained in the Website.
- 3.14 The Selling Partner shall provide its own facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certifying Authority, subscription to the services of Internet Service Provider and telecommunications facilities) for accessing and using ProcureEasy and shall be fully responsible for ensuring that such facilities are adequate, suitable, compatible and appropriate for the purposes of accessing and using ProcureEasy in accordance with this Agreement.
- 3.15 Where the prescribed Security Device is a Digital Signature, the Selling Partner shall subscribe to public certification services provided by Certifying Authority as may be prescribed by the Government of India. The Selling Partner shall fully comply with the directions, instructions and/or requirements of the Buying Organization, Service Provider and/or the Certifying Authority in relation to use of Digital Signature.
- 3.16 The Service Provider may, on such terms and condition as mutually agreed in writing between the Service Provider and the Buying Organization, authorize or grant the Buying Organization to exercise certain rights and obligations as specified in this clause 3.1 to 3.15 or otherwise expressly agreed in writing and in that case the Buying Organization will step into the shoes of the Service Provider..
- 3.17 The Service Provider may from time to time upgrade, alter or modify ProcureEasy or any part thereof. The Service Provider will inform the Selling Partner by posting a notice on the Website of any change(s) in ProcureEasy and/or any hardware, software or other facilities required to access and/or use ProcureEasy and such posting notice shall constitute sufficient notice to the Selling Partner. It shall be the sole duty of the Selling Partner to check the Website for any such change(s). The Selling Partner shall also be solely responsible for making the necessary upgrades, alterations or modifications to its systems, hardware, software and other facilities to ensure its continued access and use of ProcureEasy. The Service Provider shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.17.
- 3.18 The Selling Partner shall bear all costs and expenses in relation to its access and use of ProcureEasy, including but not limited to the costs and expenses incurred in ensuring its continued access and use of ProcureEasy.

4 Representations and Warranties

- 4.1 The Selling Partner represents and warrants at all times as follows:
- a. all particulars of the Selling Partner and its Representatives given and to be given to the Buying Organization from time to time are accurate;

- b. the Selling Partner is validly existing, not insolvent and has the legal capacity and power to enter into, perform and comply with its obligations under this Agreement; and
 - c. all actions, conditions and things required to be taken, fulfilled and done in order to enable the Selling Partner to enter into, perform and comply with its obligations under this Agreement and to ensure that those obligations are valid, legally binding on the Selling Partner and enforceable against the Selling Partner have been taken, fulfilled and done.
- 4.2 The Selling Partner undertakes to ensure and hereby represents and warrants at all times that Messages and other communications sent to the Buying Organization or the Service Provider using ProcureEasy and/or pursuant to this Agreement are and shall be
- a. complete, accurate, true and correct; and
 - b. transmitted or sent by such persons as are duly authorised by the Selling Partner to transmit or send the Messages and communications.
- 4.3 The Selling Partner represents and warrants at all times to be bound by all Messages and other communications transmitted or sent by the Selling Partner and/or its Representatives. The Selling Partner further agrees that the Service Provider is under no obligation to check any Messages or other communications to ascertain their completeness, veracity and accuracy.

5 Service of Notices Under the Agreement

- 5.1 Unless otherwise expressly provided under this Agreement, any notice which the Service Provider or the Buying Organization is required to give to the Selling Partner under this Agreement shall only be deemed to have been served on the Selling Partner if the notice is sent by
- a. post to the address provided by the Selling Partner in its ProcureEasy Selling Partner Registration Form or such other address as may be specified in writing by the Selling Partner to the Service Provider or Buying Organization (as the case may be), whichever is the latest in time;
 - b. facsimile transmission to the facsimile number provided by the Selling Partner in its ProcureEasy Selling Partner Registration Form or such other facsimile number as may be specified in writing by the Selling Partner to the Service Provider or Buying Organization (as the case may be), whichever is the latest in time; or
 - c. email to the email address provided by the Selling Partner in its ProcureEasy Selling Partner Registration Form or such other email address as may be specified in writing by the Selling Partner to the Service Provider or Buying Organization (as the case may be), whichever is the latest in time.
- 5.2 It shall be the duty of the Selling Partner to immediately notify the Service Provider and the Buying Organization of any change in its correspondence address, facsimile number and email address.
- 5.3 Unless otherwise expressly provided under this Agreement or unless otherwise specified by the Service Provider pursuant to Clause 5.4, any notice which the Selling Partner is required to give to the Service Provider or the Buying Organization under this Agreement shall only be deemed to have been served on the Service Provider or Buying Organization, as the case may be if the notice is sent by post to the address provided during the confirmation of registration.

- 5.4 The Service Provider or Buying Organization may specify from time to time changes in its correspondence address or facsimile number for purposes of service of notices under this Agreement. Any such changes shall be posted on the Website and such posting shall constitute sufficient notice to the Selling Partner of the changes. The changes shall take effect on the date of posting of the changes on the Website. It shall be the sole duty of the Selling Partner to check the Website for any changes in the Service Provider's or Buying Organization's corresponding address or facsimile number.
- 5.5 For the purposes of Clause 5, notices required to be served under this Agreement shall not include Messages.
- 5.6 Where this Agreement requires the Service Provider or Buying Organization to serve a notice on the Selling Partner by posting the notice on the Website, the following shall apply:
- a. such posting on the Website shall constitute sufficient notice to the Selling Partner notwithstanding that the Selling Partner may not have viewed the notice; and
 - b. the notice shall, unless otherwise specified by the Buying Organization or the Service Provider (as the case may be), take effect from the time of posting on the Website.

6 Off-line Communication

- 6.1 The Selling Partner may direct queries, comments or difficulties encountered with the access and/or use of ProcureEasy in the manner specified in Clauses 5.3 and 5.4 or to the Buying Organization's or the Service Provider's Internet e-mail address as specified in the Website for the purposes of receiving such off-line communication.
- 6.2 The Buying Organization or the Service Provider may likewise conduct off-line communication with the Selling Partner in the manner specified in and in accordance with Clause 5.1.
- 6.3 Any communication under Clause 6 shall not have any legal effect between the Parties and without prejudice to the foregoing, shall not constitute a Message or evidence of any action, transaction or notice under this Agreement or any contract or performance of any contract concluded through ProcureEasy.

7 Evidence and Validity

- 7.1 Information in the form of an electronic record shall be given legal effect, validity and enforceability.
- 7.2 Messages transmitted and/or generated on the basis of and in accordance with this Agreement shall have a comparable evidential value to that accorded to written documents.
- 7.3 Without prejudice to Clause 7.4, the Parties expressly accept and agree that any and all Messages transmitted through and/or generated by ProcureEasy are final, conclusive and binding for all purposes and shall be relevant and admissible in evidence. The Parties further expressly agree that they shall not dispute the authority, accuracy and/or authenticity of any Message (or any part thereof) on the ground that the Message is transmitted and/or generated electronically.
- 7.4 The Messages Log shall be sufficient evidence of any and all Messages between the Parties transmitted through ProcureEasy and/or generated by

ProcureEasy. The Parties expressly accept the Messages Log as final and conclusive and binding for all purposes. The Parties expressly agree that the Messages Log shall be relevant and admissible in evidence and that they shall not dispute the authority, accuracy and/or authenticity of the Messages Log (or any part thereof) on the ground that the Messages Log is generated, stored and/or maintained electronically.

- 7.5 The Parties expressly accept that Contracts are validly formed by Message(s) transmitted through and/or generated by ProcureEasy, and expressly waive any right to bring any action challenging the validity of a Contract concluded between themselves solely on the ground that the Contract was concluded through ProcureEasy.

8 Delivery and Receipt of Messages

- 8.1 Unless otherwise expressly provided in this Agreement, Messages sent by the Buying Organization or the Service Provider to the Selling Partner shall be deemed to have been received by the Selling Partner when the Message is displayed on the Designated Place.

- 8.2 The date and time of the display of the Service Provider's or Buying Organization's Message on the Designated Place shall be indicated in the Message or shall otherwise be captured in the Messages Log. The Parties expressly agree that this shall constitute evidence of the date and time of the receipt of the Service Provider's or Buying Organization's Message by the Selling Partner and shall be final and conclusive and binding for all purposes. The Parties also expressly agree not to dispute the authenticity and/or accuracy of the date and time of display of the Service Provider's or Buying Organization's Message on the Designated Place.

- 8.3 Unless otherwise expressly provided in this Agreement, Messages sent by the Selling Partner to the Buying Organization or the Service Provider shall be deemed to have been received by the Buying Organization or the Service Provider, as the case may be, when it is sent by the Selling Partner through ProcureEasy and ProcureEasy generates a Message (hereafter referred to as "Acknowledgement Message") containing the date and time of delivery of the Selling Partner's Message.

- 8.4 The Parties expressly agree that the Acknowledgement Message shall constitute evidence of the date and time of receipt of the Selling Partner's Message by the Service Provider or the Buying Organization, as the case may be and accept the Acknowledgement Message as final and conclusive and binding for all purposes. The Parties also expressly agree not to dispute the authenticity and/or accuracy of the Acknowledgment Message.

- 8.5 The place of dispatch and receipt of any and all Messages shall be deemed to be in India."

9 Formation of Contract through ProcureEasy

- 9.1 Unless otherwise expressly provided in this Agreement, contract formation through ProcureEasy shall only be possible through a positive acceptance by the Buying Organization in the manner specified in this Agreement of the Selling Partner's offer. Parties agree that it shall not be possible for Contracts to be formed through ProcureEasy through acceptance by the Selling Partner.

10 Invitation To Tender ("ITT")

- 10.1 The Buying Organization may at any time invite Selling Partners to submit tenders for the supply of goods and services through ProcureEasy. This is referred to hereafter as

electronic ITT.

- 10.2 All electronic ITTs from the Buying Organization shall be issued to Selling Partners through ProcureEasy. The Message constituting an electronic ITT is referred to as "ITT Message". The electronic ITT Message shall not constitute an offer or acceptance by the Buying Organization but shall only represent an invitation to treat from the Buying Organization to Selling Partners.
- 10.3 A Selling Partner, may in response to the electronic ITT Message, submit its tender to the Buying Organization through ProcureEasy within the time specified in the ITT Message. The Message constituting the tender is referred to as "Tender Message". The issuance of the Tender Message shall constitute the Selling Partner's offer to the Buying Organization.
- 10.4 If the Buying Organization decides to accept the Selling Partner's Tender Message, it shall convey its acceptance by issuing a letter of acceptance to the Selling Partner or in such other way as may be specified by the Buying Organization. The Message constituting the letter of acceptance if issued through ProcureEasy is referred to as "Letter of Acceptance Message".
- 10.5 The Buying Organization right to disregard any tender which is submitted after the time specified in the ITT Message or otherwise, regardless of whether the delay in the submission of the tender was occasioned wholly or in part by any unavailability of ProcureEasy, interruption in the access and/or use of ProcureEasy or any other factor attributable to the operations of ProcureEasy, except where the delay is caused solely by mishandling on the part of the Buying Organization.

11 Period Contracts

- 11.1 Period Contracts may be concluded between Buying Organization and the Selling Partner through ProcureEasy. When there is an existing Period Contract between the Buying Organization and the Selling Partner, the Selling Partner shall be deemed to have made standing offers to the Buying Organization for the provision of goods and/or services specified in the Period Contract for the price agreed upon in the Period Contract and in accordance with the terms of the Period Contract.
- 11.2 All Orders from the Buying Organization for the purchase of specified goods and/or services under a Period Contract shall be issued to the Selling Partner through ProcureEasy. The Message constituting an Order is referred to as "Order Message". The issuance of the Order Message(s) shall constitute the Buying Organization's acceptance of the standing offer(s) of the Selling Partner under the Period Contract.

12 Framework Agreements

- 12.1 Framework Agreements may be concluded between Buying Organization and the Selling Partner through ProcureEasy. When there is an existing Framework Agreement between the Buying Organization and the Selling Partner, the Selling Partner shall be deemed to have made standing offers to the Buying Organization for the provision of goods and/or services specified in the Framework Agreement in accordance with the terms of the Framework Agreement.
- 12.2 All Requests for Quotes under the Framework Agreements will be issued by the Buying Organization to the Selling Partner through ProcureEasy. The Message constituting a Request for Quote is referred to as "Request for Quote Message". The issuance of the Request for Quote Message(s) shall not constitute an offer or acceptance by the Buying Organization but shall only represent an invitation to treat from the Buying Organization to the Selling Partner.
- 12.3 Upon receiving the Request for Quote Message, the Selling Partner shall submit its

Framework Agreement Quote to the Buying Organization through ProcureEasy within the time specified in the Framework Agreement. The Message constituting a Framework Agreement Quote is referred to as "FA Quote Message". The issuance of the FA Quote Message(s) shall constitute the Selling Partner's offer(s) to the Buying Organization.

12.4 If the Buying Organization decides to accept the Selling Partner's FA Quote Message, it shall convey its acceptance by issuing an Order to the Selling Partner through ProcureEasy. The Message constituting the Order is referred to as "Order Message".

12.5 The Buying Organization reserves the right to disregard any Framework Agreement Quote which is submitted after the time specified in the Framework Agreement, regardless of whether the delay in the submission of the Framework Agreement Quote was occasioned wholly or in part by any unavailability of ProcureEasy, interruption in the access and/or use of ProcureEasy or any other factor attributable to the operations of ProcureEasy, except where the delay is caused solely by mishandling on the part of the Buying Organization .

13 Invitation to Quote ("ITQ")

13.1 The Buying Organization may at any time invite Selling Partners to submit quotes for specified goods and/or services through ProcureEasy. This is not pursuant to any existing or underlying Period Contract or Framework Agreement between the Parties and is referred to hereafter as electronic ITQ.

13.2 All electronic ITQs from the Buying Organization shall be issued to the Selling Partner through ProcureEasy. The Message constituting an electronic ITQ is referred to as "ITQ Message". The electronic ITQ Message shall not constitute an offer or acceptance by the Buying Organization but shall only represent an invitation to treat from the Buying Organization to the Selling Partner.

13.3 The Selling Partner, may in response to the electronic ITQ Message, submit its Quote to the Buying Organization through ProcureEasy within the time specified by the Buying Organization. The Message constituting the Quote is referred to as "Quote Message". The issuance of the Quote Message shall constitute the Selling Partner's offer to the Buying Organization.

13.4 If the Buying Organization decides to accept the Selling Partner's offer, it shall convey its acceptance by issuing an Order to the Selling Partner through ProcureEasy. The Message constituting the Order is referred to as "Order Message".

13.5 The Buying Organization reserves the right to disregard any Quote which is submitted after the time specified by the Buying Organization, regardless of whether the delay in the submission of the Quote was occasioned wholly or in part by any unavailability of ProcureEasy, interruption in the access and/or use of ProcureEasy or any other factor attributable to the operations of ProcureEasy, except where the delay is caused solely by mishandling on the part of the Buying Organization

14 Submission of Electronic Invoice to Buying Organization

14.1 In the event Service Provider and the Buying Organization permits, the Selling Partner may use ProcureEasy to generate and submit invoices to the Buying Organization for contracts entered into by Selling Partner and Buying Organization through ProcureEasy. The Message constituting an Invoice is referred to as "Invoice Message". Where ProcureEasy is used by the Selling Partner to generate and submit invoices, Buying Organization and Selling Partner agree that the Invoice Message and any print-outs of the same shall constitute the official invoice document of the Selling Partner.

15 Termination of Agreement

- 15.1 Notwithstanding anything in this Agreement and in addition to its other rights and remedies under this Agreement or in law, the Service Provider may terminate this Agreement at any time by giving the Selling Partner at least 1 day notice in writing in the following events:
- a. If the Selling Partner breaches anything in this Agreement and neglects or otherwise fails to remedy such breach within seven working days of being required in writing to do so by the Service Provider.
 - b. If the Selling Partner shall become insolvent or is adjudged bankrupt, wound up or is placed under judicial management, receivership or voluntary arrangement or if a petition for bankruptcy, winding up or appointment of judicial manager has been presented against the Selling Partner or a resolution is passed for its winding up or if the Selling Partner enters into any composition or arrangement with its creditors.
 - c. If the Selling Partner is convicted of fraud or corruption in or outside India or of offences under the Information Technology Act 2000 or any other applicable law.
 - d. If payment of the annual fee specified in Clause 2.2 is not made within fourteen (14) days from the date it becomes due.
- 15.2 In addition to its rights under Clause 15.1, the Service Provider may terminate this Agreement at any time by giving notice in writing to the Selling Partner.
- 15.3 The Service Provider's notice of termination shall be sent to the Selling Partner in accordance with Clause 5.1a or Clause 5.1b and the Selling Partner shall be deemed to have received the notice of termination on the date it is sent by the Service Provider.
- 15.4 The Service Provider shall be entitled to terminate this Agreement in accordance with Clause 15 without being liable for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect.
- 15.5 Subject to Clause 15.6, the Selling Partner may terminate this Agreement at any time by giving 7 working days notice in writing to the Service Provider. The Selling Partner's notice of termination shall not take effect except in accordance with Clause 15.8.
- 15.6 The Selling Partner shall not be entitled to terminate this Agreement if there is any existing Period Contract or Framework Agreement between the Buying Organization and the Selling Partner which has not expired or otherwise been determined.
- 15.7 The Selling Partner's notice of termination shall be sent to the Service Provider in accordance with Clause 5.3.
- 15.8 After receiving the Selling Partner's notice of termination, the Service Provider shall determine the date on which the Selling Partner's notice of termination shall take effect and shall notify the Selling Partner in accordance with Clause 5.1 of the effective date of termination of this Agreement.
- 15.9 The following consequences shall immediately follow upon notice of termination being given in accordance with this Clause 15:
- a. The Selling Partner may make new offers to the Buying Organization through ProcureEasy any time before the termination of this Agreement.

- b. The Buying Organization may at any time before the termination of this Agreement, accept through ProcureEasy any offer made by the Selling Partner before or after service of the notice of termination and such acceptance shall constitute a binding Contract between the Parties.

15.10 The following consequences shall immediately follow upon termination of this Agreement:

- a. The Parties shall not be able to transact with each other through ProcureEasy.
- b. The Selling Partner's obligations under all Contracts concluded through ProcureEasy before the termination of this Agreement shall continue and shall not be affected in any way by the termination of this Agreement.
- c. The Selling Partner's obligations under existing Period Contracts and Framework Agreements shall continue and shall not be affected in any way by the termination of this Agreement.
- d. The termination of this Agreement shall not affect any rights and liabilities accruing immediately before the date of termination.

16 Revocation of Authorisation of Selling Partner's Representative

16.1 The revocation of the authorisation given by the Selling Partner to its Representative for the purposes of transacting through ProcureEasy on the Selling Partner's behalf shall be effected in ProcureEasy in one of the following ways only:

- a. The Selling Partner shall notify the Service Provider in writing of the revocation of the authorisation given to its specified Authorised Representative. The Service Provider shall delete the Selling Partner's Representative's account in ProcureEasy and shall send a written notice to this effect to the Selling Partner by post, facsimile or email in accordance with Clause 5. The revocation of the authorisation of the Selling Partner's Representative shall only take effect on the date of the Service Provider's written notice; or
- b. The Selling Partner's Representative may delete his account in ProcureEasy and the revocation of the authorisation of the Selling Partner's Representative shall take effect immediately upon the deletion of the account.

16.2 The Selling Partner shall be fully responsible for the actions, failures, omissions and defaults of its Representative until the effective date of the revocation of the Representative's authorisation.

16.3 The following consequences shall immediately follow upon the revocation of the authorisation of the Selling Partner's Representative:

- a. The Representative shall not be allowed to access and use ProcureEasy on the Selling Partner's behalf.
- b. The revocation of the Representative's authorisation shall not in any way affect the Selling Partner's obligations under this Agreement, Contracts concluded through ProcureEasy and existing Period Contracts and Framework Agreements.
- c. It shall be the sole duty of the Selling Partner to ensure that it is able to continue to access and use ProcureEasy and fulfill its obligations under this Agreement, all contracts concluded through ProcureEasy and existing Period Contracts and Framework Agreements, despite the revocation of its Representative's authorisation.

16.4 The Service Provider shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable in any way to the revocation of the authorisation of the Selling Partner's Representative.

17 Liability and Indemnity

17.1 The Selling Partner acknowledges that there are security, corruption, transmission error and access availability risks associated with using open networks and Internet websites and hereby expressly assumes such risks.

17.2 Without prejudice to the foregoing, the Service Provider does not make any warranty or representation that the access and/or use of ProcureEasy or any part thereof will be uninterrupted, timely, secure, free from virus or other malicious, destructive or corrupting code, programme or macro, free from transmission errors or otherwise error-free.

17.3 No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with ProcureEasy.

17.4 Any hyperlink to any other website or any reference to any website, entity, product or service or any Invitations to Tender, Period Contracts, Framework Agreements, Invitations to Quote and like issued by the Buying Organization is not an endorsement or verification by the Service Provider of such website, entity, product or service or Invitations to Tender, Period Contracts, Framework Agreements, Invitations to Quote etc. Any access, use or engagement of or other dealings with such website, entity, product or service or Buying Organization shall be solely at the Selling Partner's own risks.

17.5 The Service Provider shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any breach of security, delay, corruption or destruction of data or systems (including due to but not limited to causes such as virus or other malicious, destructive or corrupting code, programme or macro), transmission error and unavailability of access associated with accessing and/or using ProcureEasy or any part thereof even if the Service Provider is advised as to the possibility.

17.6 The Service Provider shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered in accessing and/or using ProcureEasy or any part thereof arising out of or in connection to the Selling Partner's facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certifying Authority, subscription to the services of Internet Service Provider and telecommunications facilities).

17.7 The Service Provider shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered by the Selling Partner in accessing and/or using ProcureEasy or any part thereof or any upgrading, modification or alteration made to ProcureEasy (including but not limited to changes to Security Devices).

17.8 The Selling Partner shall solely be responsible and liable and shall hold the Service Provider free of liability for the acts, failures, omissions and defaults of the Selling Partner and its Representatives, including but not limited to unauthorised access and/or use of ProcureEasy or any part thereof, unauthorised

disclosure or use of any Security Device, access and/or use of ProcureEasy or any part thereof in a manner inconsistent with this Agreement, doing anything contrary to this Agreement and failing to act in accordance with this Agreement.

17.9 The Service Provider shall not be liable in any way, regardless of the form of action for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, in the event of the termination or suspension of ProcureEasy (whether notice is given to Selling Partner or not) due to events beyond the Service Provider's control or on account of termination of Service Provider's license rights in respect of ProcureEasy.

17.10 Without prejudice to the foregoing, the Service Provider shall not be liable, regardless of the form of action, for any damages, losses, costs, expenses, liabilities or compensation whatsoever (whether direct, indirect, special or consequential or economic loss and whether foreseeable or not) arising from or in connection with or referable to the access and/or use of ProcureEasy.

17.11 The Selling Partner hereby agrees to indemnify and hold the Service Provider harmless against all damages, losses, costs (including legal costs), expenses and liabilities suffered or incurred by Service Provider arising out of or referable to any claims, suits or proceedings brought against the Service Provider by third parties arising out of or in connection to the Selling Partner's and/or its Representative's access and/or use (including but not limited to unauthorised access and/or use) of ProcureEasy or any part thereof.

18 Confidentiality

18.1 The Selling Partner shall ensure that any Message (including part thereof) from the Service Provider or the Buying Organization is maintained in confidence and is not disclosed to any unauthorised person or used by the Selling Partner other than for the purposes to which the Message relates. Messages or any part thereof shall not be regarded as containing confidential information to the extent that such information is in the public domain.

18.2 Clause 18 shall survive the termination of this Agreement.

19 Intellectual Property Rights

19.1 The copyright in ProcureEasy and the Website is owned by the NIIT or its licensors. The ProcureEasy and/or the Website or any part thereof shall not be reproduced, distributed, adapted, modified, republished, displayed, broadcasted, hyperlinked, framed or transmitted in any manner or by any means or stored in an information retrieval system or "mirrored" on any other server without NIIT's prior written permission.

19.2 Clause 19 shall survive the termination of this Agreement.

20 Waiver

20.1 No waiver of any breach shall be effective unless made in writing by the Party granting such waiver and given to the other Party in accordance with Clause 5.

20.2 Unless otherwise expressly provided, the extent of any waiver granted shall be restricted to the specific breach concerned and shall not extend to any further occurrence of such breach or any other breach.

20.3 The rights and remedies provided to the Parties under this Agreement are cumulative and not exclusive of any rights or remedies available in law.

21 Independent Parties

21.1 For the purposes of this Agreement, the Selling Partner shall be and shall be deemed to be, independent and not an agent or employee of the Service Provider.

21.2 Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action which shall be binding or intended to be binding on the other Party, except as expressly provided in this Agreement or authorised in writing in accordance with Clause 5.

22 Assignment

22.1 The Selling Partner shall not assign or transfer this Agreement or any part, interest or share herein without the prior written consent of the Service Provider.

22.2 Service Provider shall be entitled to assign, delegate or sub-contract the benefit and burden of this Agreement (or any part of this Agreement) to any third party (including Buying Organization on such terms as may be mutually agreed between Buying Organization and Service Provider).

23 Severance

23.1 If any part of this Agreement should be held in law to be void, voidable, unenforceable or illegal, such provision shall be deemed modified to the extent required to comply with such law or, if necessary, shall be severed from the rest of the Agreement and the remainder of the Agreement shall have full force and effect.

24 Applicable Law and Jurisdiction

24.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of India.

24.2 Each Party agrees to submit to the exclusive jurisdiction of the Delhi High Court as regards any claim or matter arising under or referable to this Agreement.

25 Variation of Agreement

25.1 The Service Provider reserves the right to vary this Agreement from time to time by amending, adding onto or deleting any of the terms in this Agreement.

25.2 Any variation of this Agreement or the revised Agreement shall be posted on the Website and such posting shall constitute sufficient notice to the Selling Partner of the variation. The variation shall take effect on the date of the posting of the variation on the Website. It shall be the sole duty of the Selling Partner to check the Website for any variation of this Agreement posted on the Website.

26 Application

26.1 The Service Provider shall post the current applicable version of this Agreement on the Website. Any use and/or access of ProcureEasy shall be governed by the applicable version of the Agreement at the time when the Message is transmitted and any notice required to be given under this Agreement shall be governed by the applicable version of this Agreement at the time when the notice is sent.

26.2 Except as otherwise expressly provided, this Agreement shall apply only to the transmission of data and not to the substance of the Messages transmitted.

27 Third Party Rights

27.1 Save as expressly provided in Clause 27, a person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement.

28 Arbitration

28.1 Notwithstanding anything in this Agreement, in the event of any dispute, claim, question or disagreement between the Selling Partner and the Service Provider arising out of or relating to this Agreement, or the breach thereof, no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through arbitration. The arbitration shall be conducted by the sole arbitrator in accordance with Indian Arbitration and Conciliation Act, 1996. The Parties agrees that the sole arbitrator shall be appointed by the Service Provider and the decision of such arbitrator shall be final, conclusive and binding in respect of all such matters.

28.2 A Party who receives a notice for arbitration from the other Party shall consent and participate in the arbitration process in accordance with Clause 28.1.

28.3 Failure to comply with Clauses 28.1 and 28.2 shall be deemed to be a breach of this Agreement.