

Aarogyasri Health Care Trust

SBD for Manpower

Volume III – The Contract

Department: Administration (Legal)



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PREFACE

All the standard bidding documents of the Trust consist of three volumes. Volume I 'The Work' contains a description of the back ground, the requirements of the particular bid. Volume II 'The Bid' consists of the Standard bid document indicating the process of bidding. This is divided into two parts one the Instructions to Bidders (ITB), and the second Bid Data Sheet (BDS). The ITB contains the standard provisions for any bidding process and cannot be changed without the approval of the CEO. The BDS consists of the data relating to that particular bid which needs to be filled by the respective department preparing the bid. Volume III 'The Contract' consists of the Standard Contract. This is divided into two parts, one the General Conditions of Contract (GCC) which cannot be changed without the approval of the CEO and the second Special Conditions of Contract (SCC) which needs to be modified as per the needs of the particular contract.

The current volume is 'The Contract' part of Manpower Bidding Documents. This gives the details of various heads under which Manpower bidding process is conducted in the Trust based on the experience of the Trust in handling health insurance schemes since 2007.

VOLUME III

THE CONTRACT

S.NO

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**CONTRACT FOR PROVISION OF SERVICES
[INSERT: THE NAME OF THE SERVICES]**

Between

Aarogyasri Health Care Trust

And

[insert: name of the Supplier(s)]

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made
the [*insert: ordinal*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) [*insert: Name of Purchaser*], a [*insert: name of Purchaser*] of the Government of *Andhra Pradesh*, and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and

(2) [*insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

(or)

(2) a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Purchaser for the Supplier’s obligations under this Contract, namely, _____ and _____ (hereinafter called the “Supplier”)

WHEREAS

(A) the Purchaser desires to engage the Supplier to provide the following Services [*insert: brief description of the Services*] “*the Services*” or “*the Work*”; and

(B) the Supplier, having represented to the Purchaser that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii))

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) *[Add here: any other documents]*

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause “Price”)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be *[insert: amount in words], [insert: amount in figures],* as specified in the Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Article 3. Effective Date

3.1 Effective Date (Reference GCC Clause 1.1 (e) (vi))

The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 18;
- (d) *[specify here: any other conditions, for example, opening/confirmation of letter of credit].*

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. The Work(Description of the Services/Requirements including implementation schedule)
- Appendix 2. Project Plan (delivery schedule to be included)
- Appendix 3. Personnel
- Appendix 4. Working Hours and SLA
- Appendix 5. Forms (performance/advance security forms)
- Appendix 6. Price Schedules
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their authorized representatives the day and year first above written.
For and on behalf of the Purchaser

Signed:
in the capacity of [*insert: title or other appropriate designation*]

in the presence of

For and on behalf of the Supplier

Signed:
in the capacity of [*insert: title or other appropriate designation*]

in the presence of

CONTRACT AGREEMENT

dated the [*insert: number*] day of [*insert: month*], [*insert: year*]

BETWEEN

[*insert: name of Purchaser*], “the Purchaser”

and

[*insert: name of Supplier*], “the Supplier”

GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

Clause No. 1

Clause Heading Definitions

Sub Clause No.

.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) General Definitions

(i) “Applicable Law” means the laws and other instruments having the force of law in India.

(ii) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly

(iii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iv) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

(v) “GCC” means the General Conditions of Contract.

(vii) “SCC” means the Special Conditions of Contract.

(viii) “Requirements” means the Requirements Section of the Bidding Documents.

(ix) “Implementation Schedule” means the Implementation Schedule Sub-section of the Requirements Section.

(x) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(xi) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform

potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Requirements, and all other documents included in the Bidding Documents reflecting the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.

(xii) “Government” means the Government of Andhra Pradesh or the Government of India

(b) Entities

(i) “Member”, in case of Supplier consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities.

(ii) “Party” means the Purchaser or the Supplier, as the case may be; and “Parties” means both of them.

(iii) “Purchaser” means the entity purchasing the Services, as **specified in the SCC.**

(iv) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 3.2 (Project Manager) to perform the duties delegated by the Purchaser.

(v) “Supplier” means the firm or consultant or Joint Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(vi) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the **SCC** or otherwise approved by the Purchaser in the manner provided in GCC Clause 3.3 (Supplier’s Representative) to perform the duties delegated by the Supplier.

(vii) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Goods or Services, is subcontracted directly or indirectly by the Supplier.

(viii) “Third Party” means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.

(ix) “Trust” means Aarogyasri Health Care Trust of

Government of Andhra Pradesh.

(c) Scope

(i) “Confidential Information” means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

(ii)“Deliverables” means the products, infrastructure and services specifically developed for “Aarogyasri Health Care Trust” and agreed to be delivered by the Supplier in pursuance of the agreement and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii)“Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.

(iv)“Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition

(v)“Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.

(vi)“Service Level” means the level and quality of service and other performance criteria which will apply to the Services as

set out in any Project Agreement.

(vii) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 23.3. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(viii)“Software” is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.

(ix)“Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.

(x)“Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xi)“Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for the services that are to be provided by the Supplier.

(d) Activities

(i) “Delivery” means the transfer of the Goods or Services from the Supplier to the Purchaser specified in the Contract.

(ii) “Personnel” means persons hired by the Supplier or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GCC 26.2 (a);

(e) Place and Time

(i) “Network Hospital or NWH” means Hospital / Nursing

Home means any institution in Andhra Pradesh established for indoor medical care and treatment of disease and injuries and should be registered under Andhra Pradesh Private Allopathic Medical Establishments (Registration & Regulation) Act and Pre-Conception and Pre-Natal Diagnostic Techniques Act (Wherever Applicable). “PHC” means Primary Health Centre, “CHC” means Community health Centre, “Area Hospital and District Hospital” means the hospitals which are under the control of APVVP (Andhra Pradesh Vaidya Vidhana Parishad) and HM&FW (Health, Medical & Family Welfare).

- (ii) “Day” means calendar day of the English Calendar.
- (iii) “Week” means seven (7) consecutive Days, beginning Monday.
- (iv) “Month” means calendar month of the English Calendar.
- (v) “Year” means twelve (12) consecutive Months.
- (vi) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 15.1
- (vii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the Work, as **specified in the SCC.**
- (viii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

Clause No.	2
Clause Heading	Interpretation
Sub-Clause No.	
.1	Contract Documents: Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
.2	Governing Law: The Contract shall be governed by and interpreted in accordance with the Applicable Law.
.3	Governing Language: All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in English, and the Contract shall be construed and interpreted accordingly.
.4	Relation between the parties: Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this contract, has complete charge of personnel and Subcontractors, if any performing the services and shall be fully responsible for the Service performed by them or on their behalf hereunder.
.5	Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
.6	Headings: The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
.7	Persons: Words importing persons or parties shall include firms, corporations, and government entities.
.8	Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
.9	Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
.10	Independent Supplier: The Supplier shall be an independent contractor performing the Contract. The Contract does not

create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

.11 Joint Venture: If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

.12 Location: The service shall be performed at such locations as are specified in Appendix 1 hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

.13 Non waiver:

(a) Subject to GCC Sub-Clause .13(b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

.14 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and

conditions of the Contract.

.15

Fairness And Good Faith

(a) Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with "Dispute Settlement" clause GCC hereof.

Clause No. 3
Clause Heading **Representatives**

Sub-Clause No.

- .1**
- (a)Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Supplier may be taken or executed by the persons specified at 1.1(b)(iv) and 1.1(b)(vi) Clauses SCC to GCC.
- (b)Trust of Member in charge:** In case the Supplier consists, of a joint venture of more than one entity, the members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Supplier's rights and obligations towards the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser.

.2 **Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to "Notices" Clause GCC.

.3 **Supplier's Representative:**

- (a) If the Supplier's Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the

appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with the Sub-Clause .3(a) of this Clause GCC.

- (b) Subject to the extensions and/or limitations **specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to "Notices" Clause GCC.
- (c) The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.
- (d) The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause .3(e) of this Clause GCC shall be deemed to be an act or exercise by the Supplier's Representative.

.4

Objections and Removals:

- (a) The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the

execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person.

(b) If any representative or person employed by the Supplier is removed in accordance with Sub-Clause .4(a) of this Clause GCC, the Supplier shall, where required, promptly appoint a replacement.

Clause No.	4
Clause Heading	Notices
Sub-Clause No.	

- .1** Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause .3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.
- a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.
 - b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
 - c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
 - d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- .2** Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- .3** Pursuant to "Representatives" Clause GCC, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the sub-clause 3.2 or 3.3(b) of "Representatives" Clause of SCC for GCC, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and

the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in **SCC** of the Contract Agreement or as subsequently established/amended.

Clause No

5

Clause Heading

Dispute Settlement

Sub-Clause No.

.1

Dispute and Mutual Consultation: If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the contract (whether during the progress of implementation or after its completion and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within twenty-eight (28) days after one party has notified the other in writing of the dispute, then upon expiry of notice, either party may proceed to the notification of arbitration pursuant to Sub-Clause .1 of this Clause GCC.

.2

Arbitration:

(a) If the mutual consultation pursuant to Sub-clause .1 of this clause GCC expires without resolution of the dispute and the Purchaser or the Supplier acts within the following twenty eight (28) days, then either the Purchaser or the Supplier aggrieved by the outcome of such dispute may act to give notice to the other party, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The notice must be precise and unambiguous and shall apprise the opposite party determinatively the case he has to meet.

(b) Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub-clause .2(a) of this clause GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after the termination of contract.

(c) Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

.3

Notwithstanding any reference to arbitration in this clause,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

Clause No

6

Clause Heading

Copyright, Confidential Information, and Ownership

Sub-Clause No.

- .1** **Copyright:** As applicable, the Purchaser's and Supplier's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. **Subject to the SCC**, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such deliverable, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- .2** **Confidential Information:** Except if otherwise specified in the SCC, the "Receiving Party"(the Supplier) shall keep confidential and shall not, without the written consent of the "Disclosing Party"(the Purchaser), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- .3** For the purposes of sub-clause .2 of this clause GCC, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the deliverables.
- .4** Notwithstanding sub-clauses .2 and .3 of this clause GCC the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.

- .5** The Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.
- .6** The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- .7** The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Supplier prior to the date of the Contract in respect of the System or any part thereof.
- .8** The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
- .9** **Ownership:** The ownership of the deliverables and other Services or Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by sub-clause .1 of this clause GCC and any elaboration in the Requirements.

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilising the Purchaser's domain knowledge, and other documents and tools prepared by the Supplier for the Purchaser under this contract shall become and remain the property of the Purchaser, and the Supplier shall, not later than upon termination or expiration of this contract, deliver all such documents to the Purchaser together with a detailed inventory thereof. The supplier may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

Clause 7

Clause Heading Time Guarantee and Liquidated Damages Trigger

Clause No

.1 Guarantee: The Supplier guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 18.3, or within such extended time to which the Supplier shall be entitled under GCC Clause 14.5 (Extension of Time).

2. Triggering of Liquidated Damages:

(a) If the Supplier fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 14.5 (Extension of Time), the Supplier shall pay to the Purchaser liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 15.2.

(b) Unless otherwise **specified in the SCC**, liquidated damages payable under sub-clause .2(a) of this clause GCC shall apply only to the failure to perform the activities/items as specified in the Implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This sub-clause .3(b) shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

(c) If liquidated damages are claimed by the Purchaser for the activity or item, the Supplier shall have no further liability whatsoever to the Purchaser in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Supplier from any

of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

Clause No.	8
Clause Heading	Service Conformity Guarantee and Performance Security Trigger
Sub-Clause No.	
.1	<p>The Supplier guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Purchaser's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.</p> <p>If, for reasons attributable to the Supplier, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to re-check.</p>
.3	<p>If the work fails to conform to the Requirements, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 15.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 19.3 in compensation for the extra costs and delays likely to result from this failure.</p>

Clause No. 9

Clause Heading IPR Warranty and Indemnity

Sub-Clause No.

.1 IPR Warranty: The Supplier hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

.2 IPR Indemnity: The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.

.3 Such indemnities shall not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Requirements and the possibility of such infringement was duly noted in the Supplier's Proposal or Bid;

.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in sub-clause .2 of this clause GCC, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless

the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- .5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of sub-clause .6 of this clause GCC.

Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

- .6 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in sub-clause .5 of this clause GCC, the Supplier shall promptly give the

Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

Clause No. **10**

Clause Heading **Limitation of Liability**

Sub-Clause No.

.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of “interest” costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and the Supplier shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

- (c) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

Clause No.	11
Clause Heading	Indemnity
Sub-Clause No.	
.1	The Supplier and each and every Subcontractor shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.
.2	Subject to sub-clause .3 of this Clause GCC, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.
.3	If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under sub-clause .2 of this clause GCC, the Purchaser shall promptly give the Supplier the notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
.4	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any

person or loss of or damage to property of the Purchaser, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under "Insurances" Clause 12 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Supplier.

.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under sub-clause .4 of this clause GCC, the Supplier shall promptly give the Purchaser the notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

.6 The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

Clause No. 12
Clause Heading Insurances

Sub-Clause No.

.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's) occurring in connection with the service.

(b) Automobile Liability Insurance

In accordance with the statutory requirements, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(c) Other Insurance (if any), as **specified in the SCC**.

.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to sub-clause .1 of this clause GCC, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to sub-clause .1 of this clause GCC. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

.5 If the Supplier fails to take out and/or maintain in effect the

insurance referred to in sub-clause .1 of this clause GCC, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

.6

Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

Clause No.	13
Clause Heading	Force majeure
Sub-Clause No.	
.1	<p>“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of government, or any other act or failure to act of any local, state or Central government authority; (d) strike, sabotage, lockout, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
.2	<p>If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.</p>
.3	<p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The Time for execution of the contract items shall be extended in accordance with GCC Clause 14.5 (Extension of Time).</p>
.4	<p>The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under GCC Clause 13.6.</p>

- .5** No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
 - (b) (subject to GCC Clauses 13.3, and 13.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance,
- if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.
- .6** If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- .7** In the event of termination pursuant to GCC Clause 13.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clause “Termination”.
- .8** Notwithstanding GCC Clause 13.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No.	14
Clause Heading	Term
Sub-Clause No.	
.1	Effectiveness of contract: Upon fulfilment of the effectiveness conditions listed hereunder, the Supplier shall issue a letter of confirmation to the Purchaser, consequent to which a commencement of service's notice shall be issued. This Contract shall come into force and effect on the date (the " Effective Date ") of the Purchaser's. This notice shall confirm that the effectiveness condition, if any, listed in the SCC have been met.
.2	Commencement of Services: The Supplier shall begin carrying out the services at the end of such time period after the Effective Date as shall be specified in the SCC
.3	The Supplier shall commence work within the period specified at sub-clause .2 of this clause GCC, and the Supplier shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.
.4	The Supplier shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 14.5(Extension of Time).
.5	Extension of time: The time(s) specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: (a) any occurrence of Force Majeure as provided in GCC Clause 13 "Force Majeure"; (b) default of the Purchaser; or (c) any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
.6	Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars

of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 5.

- .7 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

Clause No. 15
Clause Heading Termination
Sub-Clause No.

.1 Expiration of Contract and extension

Unless terminated earlier pursuant to this Clause GCC, this Contract shall terminate at the end of such Time period after the Effective date as shall be specified in the SCC. This contract shall be extendible by a further period specified in SCC subject to mutually agreeable terms and conditions.

.2 Termination by the Purchaser: The Purchaser may, by not less than thirty (30) days written notice of termination to the Supplier (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of the sub-clause .2 of this clause GCC, terminate this contract:

(a) If the Supplier fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 18.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or with in such further period as the Purchaser may have subsequently approved in writing.

(b) If the Supplier becomes(or, if the supplier consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to “Dispute Settlement” Clause GCC;

(d) If the Supplier submits to the Purchaser a statement which has a material effect on the rights, obligations or interests of the Purchaser and which the Supplier knows to be false.

(e) If, as the result of force majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60)days; or

(f) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights under this Contract.

For the purposes of this Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under Sub-Clause.10 of Clause 21 “Supplier’s Responsibilities” GCC.

(g) If the Purchaser, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

.3

Termination by the Supplier: The Supplier may, by not less than thirty (30) days written notice to the Purchaser such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this sub-Clause .3 of this clause GCC, terminate this contract;

(a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute settlement pursuant to “Dispute Settlement” Clause 5 of GCC within forty-five(45) days after receiving written notice from the service Provider that such payment is overdue;

(b) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five(45)days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier’s notice specifying such breach;

(c) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Service for a period of not less than sixty(60) days; or

(d) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to “Dispute Settlement” Clause GCC.

.4 Termination of Contract for Failure to Become Effective: If this contract has not become effective within such period after the date of the Contract signed by the parties as shall be specified in the SCC it shall stand terminated.

.5 Cessation of Rights and Obligations: Upon termination of this contract pursuant to sub-clauses .2 or .3 or .4 of this clause GCC, or upon expiration of this Contract pursuant to sub-clause .1 of this Clause GCC, all rights and obligations of the parties hereunder shall cease, except

(i) Such rights and obligations as may have accrued on the date of termination or expiration ,

(ii) The obligations of confidentiality set forth in “Copyright, Confidential Information, and Ownership” Clause GCC,

(iii) The Supplier’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 21.16 (ii) hereof, and (iv) any right which a party may have under the Applicable Law.

.6 Cessation of Services: Upon termination of this Contract by notice of either party to the other pursuant to sib-clauses .2 or .3 of this Clause GCC, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make very reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Supplier, the Supplier shall proceed as provided, respectively, by sub-clause .9 “Copyright, Confidential Information, and Ownership” Clause GCC.

.7 Payment upon Termination: Upon termination of this Contract pursuant to sub-Clauses .2 and .3 of this clause GCC, the Purchaser shall make the payments pursuant to Clauses GCC 18 hereof for services satisfactorily performed prior to the effective date of termination.

.8

Disputes about Events of termination: If either party disputes whether an event specified in paragraphs under sub-clauses .2 or .3 of this Clause GCC occurred, such party may, within forty-five (45) Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to “Dispute Settlement” clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Clause No.	16
Clause Heading	Modification
Sub-Clause No.	
.1	Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the service, may only be made by written agreement between the parties. Pursuant to sub-clause .18 of “Interpretation” Clause GCC hereof, however, each party shall give due consideration to any proposals for modification made by the other party.
.2	Introducing a Change: Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called “Change”), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Supplier
.3	The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the Service. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.
.4	Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.
.5	Assignment: Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

D. PAYMENT

Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.1	The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
.2	The Contract Price shall not exceed the ceiling specified in the Price schedules at Appendix 6, and not subject to any alteration, except in accordance with the price adjustment formula (if any) specified in the SCC.
.3	The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

Clause No. 18

Clause Heading Payment Terms

Sub-Clause No.

.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the deliverable and upon fulfilment of other obligations stipulated in the Contract.

The Contract Price shall be paid in Indian Rupees as **specified in the SCC.**

.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of any deliverable.

.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

.4 **Mode of Billing and Payment:** Billings and payments in respect of the services shall be made as follows:

- (a) The Purchaser shall cause to be paid to the supplier an advance payment as specified in the sub-clause .2 of "Securities" Clause CCC, and as otherwise set forth below.
- (b) The Supplier shall submit deliverables as per the Implementation schedule in Appendix-2 (Project Plan), and not later than fifteen (15) days after the end of each of the scheduled delivery dates, shall submit to the Purchaser in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to this Clause GCC for such payment. Each such statement shall distinguish that portion of the total eligible costs which pertains to human resource payments, showing Man days worked by each position or as defined in the contract terms, from that portion which pertains to other payments.
- (c) The Purchaser shall cause the payment of the Supplier's statements within Thirty (30) days after the receipt by the Purchaser of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and

costs authorized to be incurred by the supplier, the Purchaser may add or subtract the difference from any subsequent payments. Interest at annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final deliverables and a final statement, identified as such, shall have been submitted by the Supplier and approved as satisfactory by the Purchaser. The Services shall be deemed completed and finally accepted by the Purchaser and the final deliverables and the final statement shall be deemed approved by the Purchaser as satisfactory ninety (90) calendar days after receipt of the final deliverables and final statement by the Purchaser unless the Purchaser within such ninety (90) days period gives written notice to the supplier specifying in detail deficiencies in the services and/or the final deliverables or final statement. The supplier shall thereupon promptly rectify any such deficiency, and upon completion of such rectifications, the foregoing process shall be repeated. Any amount which the Purchaser has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the supplier to the Purchaser within thirty (30) days after receipt by the supplier of notice thereof. Any such claim by the Purchaser for reimbursement must be made within twelve (12) calendar months after receipt by the Purchaser of the final deliverables and a final statement approved by the Purchaser in accordance with the above.
- (e) All payments under this contract shall be made to the accounts of the supplier specified in the SCC.
- (f) Other conditions relating to payments shall be as specified at SCC

.5 Suspension

The Purchaser may, by written notice of suspension to the Supplier suspend all payments to the supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) direct the Supplier to remedy such failure within a specified period, after receipt by the Supplier of such notice of suspension. The process of suspension shall be as specified in SCC.

Clause No.	19
Clause Heading	Securities

Sub-Clause No.

.1 Issuance of Securities

The Supplier shall provide the securities specified below in favour of the Purchaser at the times and in the amount, manner, and form specified below.

.2 Advance Payment Security

- (a) As **specified in the SCC**, the Supplier shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.
- (b) The security shall be in the form provided in the Annexure-5 or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC**. The security shall be returned to the Supplier immediately after its expiration.

.3 Performance Security

- (a) The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.
- (b) The security shall be a bank guarantee in the form provided in the Appendix-5, or it shall be in another form acceptable to the Purchaser.
- (c) The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.
- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount **specified in the SCC**, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

Clause No. 20
Clause Heading Taxes and Duties
Sub-Clause No.

- .1** For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exceptions are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.
- .2** If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- .3** For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission(also called “Tax” in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

E. RESPONSIBILITIES

Clause No. 21

Clause Heading **Supplier's Responsibilities**

Sub-Clause No.

- .1** Unless otherwise expressly **limited in the SCC** or Requirements, the Supplier's obligations cover the performance of all Services required for the design, development, study and implementation of the Service, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
- .2** The Supplier shall, unless specifically excluded in the Contract, perform all such work not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for Acceptance of the Service as if such work were expressly mentioned in the Contract.
- .3** **Standard of Performance:** The Supplier shall conduct all activities with due care, efficiency, economy and diligence, in accordance with the Contract and with the skill and care expected of a competent service provider of the related service area, or in accordance with best industry/academic practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- The supplier shall always act, in respect of any matter relating to this contract or to the services, as a faithful service provider to the Purchaser and at all time support and safeguard the Purchaser's legitimate interests in any dealings with sub contractor or Third parties.
- .4** The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Service provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

- .5** The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to sub-clause .2 “Termination” clause 15 of GCC.
- .6** The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or central government authorities that are necessary for the performance of the Contract. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 22.4 and that are necessary for the performance of the Contract.
- .7** The Supplier shall comply with the Applicable Law. The laws will include all Central and State laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 22.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.
- .8** The Supplier shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all labour laws and regulations pertaining to the employment of labor.
- .10** The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if required by the Purchaser. The Supplier’s attention is drawn to Sub-Clause .2.f (v) (bb) of “Termination Clause” GCC, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under Sub-Clause .10 of this Clause GCC constitute a prohibited practice subject to contract termination as well as to a prohibition from future contracts with the Purchaser.

.11 Right of Publicity

Any publicity by the Supplier in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

.12 Duplicate Payments

The payments to the supplier pursuant to “Price” clause 18 of GCC hereof shall constitute the supplier’s sole payment in connection with the contract or the services and, subject to sub-Clause .13 of this clause GCC hereof the Supplier shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the service or in the discharge of their obligation hereunder, and the Supplier shall ensure that any subcontractors as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

.13 Procurement Rules of Government

If the Supplier as part of the services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with any procurement guidelines of the Government and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discount or commissions obtained by the Supplier in the exercise of such procurement responsibility shall be to the account of the Purchaser.

.14 Supplier and Affiliates not to engage in certain Activities

The supplier agrees that, during the term of this contract and after its termination, the supplier and any entity affiliated with the supplier, as well as any subcontractor and any entity affiliated with the subcontractor, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

.15 Prohibition of Conflicting Activities

The supplier shall not engage, and shall cause their Personnel as well as their subcontractors and their personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this contract, any business or professional activities which would conflict with activities assigned to them under this contract; and
- (b) After the termination of the contract, such other activities as may be specified in the SCC.

.16

Accounting, Inspecting and Auditing

The supplier

- (i) shall keep accurate and systematic accounts and records in respect of service hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC), and
- (ii) shall permit the Purchaser or its designated representative periodically, and up to five years from the termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser.

.17

Supplier's Action requiring Purchaser's prior Approval

The supplier shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the services, it being understood
 - (i) that the selection of the subcontractor and the terms and conditions of the subcontract shall have been approved in writing by Purchaser prior to the execution of the subcontract, and
 - (ii) that the supplier shall remain fully liable for the performance and the security by the subcontractors and its personnel pursuant to this contract.

.18

Equipment and materials furnished by the Purchaser

Equipment and materials made available to the Supplier by the Purchaser, or purchased by the supplier with funds provided by the Purchaser shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment and materials with the Purchaser's instructions. While in possession of such equipment and materials, the service provider unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser for an amount equal to their full replacement value

.19

Other Supplier responsibilities, if any, are as stated in the SCC.

Clause No.	22
Clause Heading	Purchaser’s Responsibilities
Sub-Clause No.	
.1	The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.
.2	The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to sub-clause .3 of “Termination” Clause 15 of GCC.
.3	The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
.4	If requested by the Supplier, the Purchaser shall use its best endeavours to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or central government authorities that such authorities or require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
.5	The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
.6	Access to Facilities The Purchaser shall ensure that the supplier has, free of charge, unimpeded access to all required facilities as specified in SCC of Purchaser in respect of which access is required for the performance of the Services.
.7	Counter Personnel If so provided in SCC hereto, the Purchaser shall make available to the Supplier, and free of charge, such counterpart personnel to be selected by the Purchaser, as shall be specified in SCC. Such Counterpart personnel shall work either in close coordination with the supplier or directly under the supplier as specified in SCC

.8

Other Purchaser responsibilities, if any, are **as stated in the SCC.**

F. SUBJECT OF CONTRACT

Clause No. 23

Clause Heading Project Plan

Sub-Clause No.

- .1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal/bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Requirements.
- .2 The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Requirements.
- .3 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.
- .4 The Supplier shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	
.1	<p>Instructions and Specifications</p> <p>(a)The Supplier shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.</p>
.2	<p>Codes and Standards</p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser.</p>
.3	<p>Approval/Review of Documents by the Project Manager</p> <p>(a)The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager’s approval or review.</p> <p>Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.</p> <p>Sub-Clauses .3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.</p> <p>(b)Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with Sub-Clause .3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.</p> <p>(c)The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is</p>

contrary to good industry practice.

(d) If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-Clause .3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to Sub-Clause .3(e) of this clause GCC. The procedure set out in Sub-Clauses .3(a) through (d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

(e) If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.

(f) The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

(g) The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this Sub-Clause .3 of this clause GCC.

.4 Inspections: The Purchaser or its representative shall have the right to inspect any of the ongoing works/activities, at any location.

.5 The Purchaser shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the **SCC**.

Clause No. 25
Clause Heading Personnel
Sub-Clause No.

.1 **General:** The service provider shall employ and provide such qualified and experienced personnel and subcontractors as are required to carry out the Services. All work shall be performed under the direct supervision of the Project Manager.

.2 **Description of Personnel**

(a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service of each of the service provider Key Personnel are described in Annexure 3. If any of the Key personnel has already been approved by the Purchaser his/ her name is listed as well.

Provided that the aggregate of such changes shall not cause payments under this contract to exceed the contract price set forth in "Price" clause 18 of GCC of this Contract. Any other such changes shall only be made with the Purchaser's written approval.

(b) in case additional personnel are required due to empanelment of new hospitals the supplier shall deploy such personnel at the rates specified at Appendix 6 (Price Schedules). In case reduction in personnel is required due to de-empanelment of hospitals, the amount payable to the supplier shall be reduced as per appendix 6 (Price Schedules).

(c) If additional work is required beyond the scope of the services in Appendix 1, the estimated periods of engagement of Key personnel set forth in Appendix 3 may be increased by agreement in writing between the Purchaser and the service provider provided that any such increase shall not, except as otherwise agreed in writing, cause payment under this contract to exceed the contract price set forth in "Price" clause 17 of GCC of this Contract.

.3 **Approval of personnel**

The key personnel and subcontractors listed by title as well as by name in Appendix 3 hereby approved by the Purchaser. In respect of other key personnel which the supplier proposes to use in the carrying out of the services, the supplier shall submit to the Purchaser for review and approval a copy of their biographical data. If Purchaser does not object in writing (stating the reason for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the Purchaser.

Removal and / or Replacement of personnel

- (a) Except as the Purchaser may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the supplier it becomes necessary to replace any of the personnel, the supplier shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If Purchaser
 - (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the supplier shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Purchaser.
- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Purchaser except as the Purchaser may otherwise agree.

Working Hours, Leave, etc.

- (a) Working hours and Holidays for personnel are set forth in Appendix 4 hereto.
- (b) The key personnel shall not be entitled to be paid for over time nor to take paid sick leave or vacation leave except as specified in Appendix 4 hereto, and except as specified in such Appendix, the supplier's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the man-months of service set forth in Appendix 3. Any taking of leave by personnel shall be subject to the prior approval by the supplier who shall ensure that suitable alternative is deployed in his/her place, and the absence for leave purposes will not delay the progress and adequate provision of the services

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

GCC Clause No. 1
Clause Heading Definitions

Sub Clause No.

.1 (b) (iii) The Purchaser is: CEO, AHCT

.1 (b) (iv) The Project Manager is: *[insert: name of the supplier]*

.1 (b) (v) The Supplier's Representative is:

Name: *[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: *[if appropriate, insert: title]*

.1 (e) (vi) *The Contract shall continue in force until all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract. Or insert: necessary and appropriate dates.*

GCC Clause No.

3

Clause Heading

Representatives

Sub-Clause No.

.1 (b)Authorized Member: _____

.2 **Project Manager Extensions and /or Limitations:**

.3 **Supplier's Representative's Extensions and/or Limitations:**

Clause No. 4
Clause Heading Notices
Sub-Clause No.

.3 Address of the Project Manager :,
Fallback address of the Purchaser:

Aarogyasri HealthCare Trust
DR Y.S.R Bhavan,
Opp DrBR Ambedkar Open University,
Road no 46, Jubilee Hills,
Hyderabad-500 033

Address of the Supplier's Representative _____

Fallback address of the Supplier_____.

[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI protocol]

GCC Clause No 5
Clause Heading Dispute Settlement
Sub-Clause No.

.2 **Arbitration:**

(c) Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the Applicable law. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996.

Disputes shall be settled in accordance with the following provisions:

(i)If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities the Chief Executive Officer, Trust and the Chief Executive Officer of the Supplier Organization/Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a

substitute thereof are unable to resolve the dispute within {60} days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within (30) days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

(ii) Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed as stated above. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Hyderabad and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Supplier and the Purchaser agree and undertake to carry out such Award without delay.

The Supplier and the Purchaser agree that an Award may be forced against the supplier and/or the purchaser, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

(iii) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Hyderabad;

- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

GCC Clause No	6
Clause Heading	Copyright, Confidential Information, and Ownership
Sub-Clause No.	
.1	Copyright conditions (if any):
.2	<i>Persons, topics, and conditions for which the confidentiality clause does not apply.</i> The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies.
.3	Patient health related data shall remain confidential irrespective of time.
.4	Ownership: Restriction about the future use, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Purchaser.

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

GCC Clause 7

Clause Heading Time Guarantee and Liquidated Damages Trigger

Clause No

2. Triggering of Liquidated Damages:

(a)Liquidated damages:

GCC Clause No. 12

Clause Heading Insurances

Sub-Clause No.

.1(a) The Supplier shall obtain Third-Party Liability Insurance in the amount of *[insert: monetary value]* with deductible limits of no more than *[insert: monetary value]*. The insured Parties shall be *[list insured parties]*. The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of the Contract or its completion]*.

.1(c) 1. The limitation of coverage should be as per the provisions of Employees Compensation Act, providing accident benefits as medical treatment expenses arising out of the above Act.

Specifically: *[insert: requirements]*. The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of the Contract or its completion]*.

2. Group Personal Accident Insurance (GPAI) from LIC, for covering the temporary / permanent disabilities, and or death arising out of and during the course of employment of the Service Providers employees.

The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of Contract or its completion]*.

3. The supplier shall obtain insurance for all the equipment to which its personnel shall have access to in District Coordinator's Office premises for the performance of its services. The insurance shall cover the entire contract period.

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No. **14**

Clause Heading **Term**

Sub-Clause No.

.1 **Effectiveness conditions:**

1. All the resources under the contract shall be deployed.

.2 **Commencement of Services:** The Supplier shall commence work within 24 hours from the Effective Date.

Clause No. **15**

Clause Heading **Termination**

Sub-Clause No.

.1 **Expiration of Contract and extension**

The contract shall terminate at the end of __ months from the Effective Date and shall be extendible by a further period of ____ (__) months.

.4 **Termination of Contract for Failure to Become Effective:** The time from the date of signing of contract shall be __ days.

D. PAYMENT

GCC Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.2	Price adjustment formula: Contract price shall not exceed 10% of the agreement value in case of additional services being entrusted to the supplier during the course of the contact. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.

GCC Clause No.	18
Clause Heading	Payment Terms
Sub-Clause	
.1	Subject to the provisions of GCC Clause (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the manner specified below. (a) Advance Payment: Nil (b) At the end of each month, payments shall be made as per the calculation at SCC 18.4(f)

.3	Not applicable.
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.4(e)	Account details of the Supplier:
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.4(f)	Other conditions (i) Payments shall be determined on the basis of time actually spent by personnel in the performance of the services from the date of commencement of the services. Further, (1) It is understood (i) that the monthly rates shall cover (A) such salaries and allowances as the Supplier shall have agreed to pay to the Personnel as well as factors for social charges and overheads based on the Supplier's average costs, as represented by the financial statement of the Suppliers latest fiscal years, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix 3, and (C) the Supplier's fee, and (ii) that anything other than the above shall not be allowed as an element of overhead. (2) The monthly rate shall be calculated based on days
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spent in the performance of work as determined by the application of Aarogyasri Health Care Trust and/ or attendance approved by District Coordinator.

(3) The monthly rates for various categories of resources shall be paid as per the price schedules at Appendix 6.

(4) The total payments under 18.4f. (3) Shall not exceed the contract price at Clause 17.2 of GCC.

.5 Process Of Suspension: Time given for rectification is 2 weeks. In case rectification does not take place in 2 weeks the supplier shall stand suspended and all payments stopped.

GCC Clause No. 19

Clause Heading Securities

Sub-Clause No.

.2(a) Advance Payment Security

The Supplier shall provide within fifteen (15) days of the notification of Contract award an Advance Payment Security in the amount of the Advance Payment specified in SCC for GCC Clause 18.1 above.

.2(b) Does not apply.

.3(a) The Performance Security shall be for an amount equal to 5 percent of the Contract Price.

.3(d) The Performance Security shall be released after the expiry of 30 days upon the expiration of contract.

E. RESPONSIBILITIES

GCC Clause No.	21
Clause Heading	Supplier's Responsibilities
Sub-Clause No.	
.1	Limitation of Obligations: None
.16	Accounting, Inspecting and Auditing Specific bases: None
.19	Other Supplier responsibilities: (i) For a period of two years after the expiration of this contract, the supplier shall not engage, and shall cause their personnel as well as their and their personnel not to engage, in the activity of a supplier (directly or indirectly) of the services on which they advised the Purchaser under this contract nor in the activity of an adviser (directly or indirectly) of potential of such services. The supplier also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
GCC Clause No.	22
Clause Heading	Purchaser's Responsibilities
Sub-Clause No.	
.6	Details of Access to Facilities: The supplier shall have access to all the facilities required.
.7	Details of Counter Personnel: None
.9	Other Purchaser responsibilities:

F. SUBJECT OF CONTRACT

Clause No. 23

Clause Heading Project Plan

Sub-Clause No.

.1 Project Plan shall be Annexure-2.

.2 The Supplier shall submit to the Purchaser the following reports:
[state “none,” or specify, for example:

(a) Monthly (Quarterly) progress reports, summarizing:

(i) results accomplished during the prior period;

(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;

(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

(iv) other issues and outstanding problems; proposed actions to be taken;

(v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;

(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

(b) Monthly report on adherence to SLA (system generated).

Note: Other reports may be needed to monitor Contract performance/progress, for example:

() intermediate analysis reports]*

Clause No. 24

Clause Heading

Documents Approval

Sub-Clause No.

.2

Codes and Standards: Nil

The Methodological Quality Standards adopted shall be :

- 1.

.3

Approval/Review of Technical Documents by the Project Manager

The list of documents shall be:

1. Project Plan.
2. Two months roaster of staff deployment.
3. Document containing personnel replacements.

.4

Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the supplier, the District Coordinator shall issue the certificate of acceptance.

APPENDIX 1

DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided; Implementation schedule-dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Purchaser etc.]

APPENDIX 2
PROJECT PLAN
(WITH DELIVERABLES AND DELIVERY SCHEDULE)

[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]

APPENDIX 3

KEY PERSONNEL

Provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using the tables given hereunder for each candidate.

Propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position—etc.

Name of member

Position		Candidate	
		Prime	Alternate
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Phone	
	Job title of candidate	Years with present Employer	

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

APPENDIX 4

HOURS OF WORK FOR KEY PERSONNEL AND SERVICE LEVEL AGREEMENT

[List here the hours of work for key personnel, details of SLAs etc.]

APPENDIX 5

Performance Security Form (Bank Guarantee)

[insert: Purchaser's Name, and Address of Office]

Date: *[insert: date]*

PERFORMANCE GUARANTEE No.: *[insert: Performance Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) Fehler! Textmarke nicht definiert. in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

[Signature(s)]

¹ The Purchaser shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 19.3(a).

² In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 19.3(a). However, if the SCC for GCC Clauses 19.3(a) from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

Advance Payment Security Form (Bank Guarantee)

[insert: Purchaser's Name, and Address of or Office]

Date: *[insert: date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Supplier on its account *[insert: number and domicile of the account]*.

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the *[insert: ninth or appropriate figure/proportion]* part of such payment.³ At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

³ *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 19.2(a) for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

APPENDIX-6
PRICE SCHEDULES
[To be included]

Appendix 7

Minutes of Contract Finalisation Discussions and Agreed to Contract Amendments