

**CONTRACT FOR PROVISION OF SERVICES
[BPO Support Services for Aarogyasri]**

Between

Aarogyasri Health Care Trust

And

M/s Medi Assist Healthcare Services Private Limited

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made and executed on this the 18th day of December 2012 at Hyderabad by and

BETWEEN

- (1) ***Aarogyasri Health Care Trust***, represented by its Chief Executive Officer namely N.Srikant S/o Appa Rao, Age :38 Years, Occ: CEO; AHCT, R/o CEO Camp Office, Trust H.O at Door No. 8-2-293/82/a/ahct, Road No 46, Jubilee Hills, HYD, 500033 and is represented by one of his General Power of Attorney holder namely Mohd. Siraj-Ur-Rahman, S/o Mohd. Enayat-Ur-Rahman, Age: 50yrs, Occ: Executive Officer (Admin), AHCT, Govt. of A.P, by virtue of General Power of Attorney dated 03/11/2011, document no 464/IV/2011. It is the *Trust of the Government of Andhra Pradesh*, and having its principal place of office at *Hyderabad; Andhra Pradesh* (Hereinafter called “the Purchaser” and represents the Trust, its Office, Officials, Successors in office, nominees and authorized representatives.)

AND

- (2) ***M/s Medi Assist Healthcare Services Pvt. Ltd***, a Corporation incorporated under the laws of ***India*** and having its principal place of business at # ***45/A, 4th Floor, B-Block, Green Arch Building, 1st Main, Sarakki Industrial Layout JP Nagar, 3rd Phase, Bangalore, Karnataka-560078*** and is represented by Sri Ganesh Ramaswamy Shastry, S/o TS Ramaswamy, Age: 52 years, Occ: General Manager, Medi Assist Healthcare Services Pvt. Ltd (hereinafter called “the BPO Service Provider”) and their Hyderabad office at # ***6-3-456/B/619, 6th Floor, Model House, Punjagutta, Hyderabad.***

WHEREAS

- (A) the Trust desires to engage the BPO Service Provider to provide BPO Support Services for Aarogyasri Health Care Trust and
- (B) the BPO Service Provider, having represented to the Trust 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 Trust and the BPO Service Provider, 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) above, provided that Appendix 6 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

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 Trust hereby agrees to pay to the BPO Service Provider the Contract Price in consideration of the performance by the BPO Service Provider of its obligations under the Contract. 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 Trust and the BPO Service Provider;
- (b) The BPO Service Provider has submitted to the Trust the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- (c) The Trust has paid the BPO Service Provider the advance payment, in accordance with GCC Clause 18;

The effective date of this contract shall be from 00.00 hours of **1st January, 2013 and will be for a period of Thirty Six [36] months i.e upto 24.00 hours of 31st December, 2015** or till the time of termination thereof. However, each party shall use its best efforts to fulfill 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 BPO Service Provider, 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 Key Personnel

Appendix 4 Forms (performance/advance security forms)

Appendix 5 Price Schedules

Appendix 6 Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Trust and the BPO Service Provider 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 Trust

Signed:

In the capacity of General Power of Attorney Holder of CEO, AHCT, namely **Mohd. Siraj-ur-Rahman**, S/o Mohd. Enayat-ur-Rahman, **Executive Officer (Admin)**,

In the presence of

For and on behalf of the BPO Service Provider

Signed:

In the capacity of *M/s Medi Assist Healthcare Services Pvt. Ltd*

In the presence of

Witness

1.

2.

CONTRACT AGREEMENT

On this the 18th day of December month of 2012 at Hyd.

BETWEEN

Aarogyasri Health Care Trust, “The Trust”

and

M/s Medi Assist Healthcare Services Pvt. Ltd, “The BPO Service Provider”

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 Trust and the BPO Service Provider, 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 Trust and the BPO Service Provider 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 Trust and the BPO Service Provider. The date of the Contract Agreement shall be recorded in the signed form.

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

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

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

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

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

(x) “Bidding Documents” refers to the collection of documents issued by the Trust to instruct and inform potential BPO Service Providers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Trust and the BPO Service Provider. The General and Special Conditions of Contract, the Requirements, and all other documents included in the Bidding Documents reflecting the Procurement Guidelines that the Trust is obligated to follow during procurement and administration of this Contract.

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

(b) Entities

(i)“Party” means The Trust or the BPO Service Provider, as the case may be; and “Parties” means both of them.

(ii)“The Trust” means the entity availing the Services, as **specified in the SCC.**

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

(iv) “BPO Service Provider” means such Business Process Outsourcing service provider who shall be a subsidiary company or the holding company or a group company of an existing IRDA licensed TPA who possesses the minimum technical experience as laid down herein. The BPO Service Provider shall be responsible for implementing and executing the Scheme in accordance with the terms and conditions of the Scheme.

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

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

(vii)“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, BPO Service Providers, 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 services specifically provided for “Aarogyasri Health Care Trust” and agreed to be delivered by the BPO Service Provider in pursuance of this 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) “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

(iv) “Services” means all technical, logistical, management, and any other Services to be provided by the BPO Service Provider 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.

(v) “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.

(vi) “The Project Plan” means the document to be developed by the BPO Service Provider and approved by the Trust, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the BPO Service Provider’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by The Trust, 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.

(vii) “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.

(viii) “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 Trust under the Contract.

(ix) “Intellectual Property Rights” means any and all

- .3 Governing Language:** All Contract Documents and related correspondence exchanged between the Trust and BPO Service Provider 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 Trust and the BPO Service Provider. The BPO Service Provider, subject to this contract, has complete charge of personnel 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 Service Provider 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. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Contract. This Contract Agreement contains all covenants, stipulations and provisions mutually agreed by the parties.
- .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 BPO Service Provider:** The BPO Service Provider 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 BPO Service Provider shall be solely responsible for the manner in which the Contract is performed. All employees or representatives engaged by the BPO Service Provider in connection with the performance of the Contract shall be under the complete control of the BPO Service Provider and shall not be deemed to be employees of the Trust, and nothing contained in the Contract or in any subcontract awarded by the BPO Service Provider shall be construed to create any contractual relationship between any such employees or representatives, and the Trust.
- .11 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 Trust may approve.

.12

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. If either of the party fails to enforce its rights under this agreement at any time for any period it shall not be construed as a waiver of such rights.

.13

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.

.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. In such an event of unenforceability then such provision will be modified to reflect the parties intention. All remaining provisions of this contract shall remain in full force and effect.

.15

'Conflicting activities' means the services and acts by the supplier which unfairly interferes and create obstructions in the working and functioning of the purchaser.

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 Trust or the BPO Service Provider may be taken or executed by the persons specified at 1.1(b)(iv) and 1.1(b)(vi) Clauses SCC to GCC.

.2 **Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Trust shall appoint and notify the BPO Service Provider in writing of the name of the Project Manager. The Trust 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 BPO Service Provider 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 BPO Service Provider. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the authority to represent the Trust on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Trust pursuant to “Notices” Clause GCC.

BPO Service Provider's Representative:

- (a) If the BPO Service Provider's Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the BPO Service Provider shall appoint the BPO Service Provider's Representative and shall request the Trust in writing to approve the person so appointed. The request must be accompanied by 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 BPO Service Provider's Representative. If the Trust does not object to the appointment within fourteen (14) days, the BPO Service Provider's Representative shall be deemed to have been approved. If the Trust objects to the appointment within fourteen (14) days giving the reason therefor, then the BPO Service Provider 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 BPO Service Provider's Representative shall have the authority to represent the BPO Service Provider on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the BPO Service Provider pursuant to "Notices" Clause GCC.
- (c) The BPO Service Provider shall not revoke the appointment of the BPO Service Provider's Representative without the Trust's prior written consent, which shall not be unreasonably withheld. If the Trust consents to such an action, the BPO Service Provider shall appoint another person of equal or superior qualifications as the BPO Service Provider's Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.
- (d) The BPO Service Provider's Representative and staff are obliged to work closely with the Trust's Project Manager and staff, act within their own authority, and abide by directives issued by the Trust that are consistent with the terms of the Contract. The BPO Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The BPO Service Provider's Representative may, subject to the approval of the Trust (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 BPO Service Provider'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 BPO Service Provider's Representative.

.4

Objections and Removals:

- (a) The Trust may by notice to the BPO Service Provider object to any representative or person employed by the BPO Service Provider in the execution of the Contract who, in the reasonable opinion of the Trust, may have behaved inappropriately, be incompetent, or be negligent. The Trust shall provide evidence of the same, whereupon the BPO Service Provider shall remove such person.
- (b) If any representative or person employed by the BPO Service Provider is removed in accordance with Sub-Clause .4(a) of this Clause GCC, the BPO Service Provider 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 Trust are normally given by, or addressed to, the Project Manager, while notices from/to the BPO Service Provider are normally given by, or addressed to, the BPO Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or BPO Service Provider'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 Trust or BPO Service Provider may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Trust are as **specified in the SCC** or as subsequently established/amended. The address of the BPO Service Provider's Representative and the fallback address of the BPO Service Provider 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 Trust and the BPO Service Provider 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 of GCC.
- .2** **Arbitration:**
- (a) If the mutual consultation pursuant to Sub-clause .1 of this clause of GCC expires without resolution of the dispute and the Trust or the BPO Service Provider acts within the following twenty eight (28) days, then either the Trust or the BPO Service Provider 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.
- (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 of 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 Trust shall pay the BPO Service Provider any monies due to the BPO Service Provider.

Clause No **6**

Clause Heading

Copyright, Confidential Information, and Ownership

Sub-Clause No.

- .1** **Copyright:** As applicable, the Trust's and BPO Service Provider'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 Trust. The BPO Service Provider shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Trust may consider necessary or desirable to perfect the right, title, and interest of the Trust in and to those rights. In respect of such deliverable, the BPO Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the BPO Service Provider shall, if requested to do so by the Trust 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 BPO Service Provider) shall keep confidential and shall not, without the written consent of the "Disclosing Party" (the Trust), 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 BPO Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the BPO Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, BPO Service Providers, employees, or other contacts of the Trust or the Trust's use of the deliverables.
- .4** The BPO Service Provider shall not, without the Trust's prior written consent, use any Confidential Information received from the Trust for any purpose other than those that are required for the performance of the Contract.

- .5** 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.
- .6** The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the BPO Service Provider prior to the date of the Contract in respect of the System or any part thereof.
- .7** 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.
- .8** **Ownership:** The ownership of the deliverables and other Services or Goods shall be transferred to the Trust 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 Trust's domain knowledge, and other documents and tools prepared by the BPO Service Provider for the Trust under this contract shall become and remain the property of the Trust, and the BPO Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the Trust together with a detailed inventory thereof. The BPO Service Provider 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 No 7

Clause Heading **Time Guarantee and Liquidated Damages Trigger**

Sub-Clause No

.1 **Guarantee:** The BPO Service Provider 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 BPO Service Provider shall be entitled under GCC Clause 14.5 (Extension of Time).

.2 **Triggering of Liquidated Damages:**

(a) If the BPO Service Provider 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 BPO Service Provider shall pay to the Trust 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 Trust 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 Trust may have under the Contract for other delays.

(c) If liquidated damages are claimed by the Trust for the activity or item, the BPO Service Provider shall have no further liability whatsoever to the Trust in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the BPO Service Provider 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 The BPO Service Provider guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Trust's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The BPO Service Provider acknowledges that GCC Clause 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

If, for reasons attributable to the BPO Service Provider, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the BPO Service Provider 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 BPO Service Provider shall notify the Trust upon completion of the necessary changes, modifications, and/or additions and shall request the Trust to re-check.

.3 If the work fails to conform to the Requirements, the Trust may consider termination of the Contract, pursuant to GCC Clause 15.2, and forfeiture of the BPO Service Provider's Performance Security in accordance with GCC Clause 19.3 in compensation for the extra costs and delays likely to result from this failure.

Clause No. 9

Clause Heading IPR Warranty and Indemnity

Sub-Clause No.

- .1 IPR Warranty:** The BPO Service Provider 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 Trust to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the BPO Service Provider 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 BPO Service Provider shall indemnify and hold harmless the Trust 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 Trust 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 Trust's organization;
 - (b) is a direct result of a design mandated by the Trust's Requirements and the possibility of such infringement was duly noted in the BPO Service Provider's Proposal or Bid;
- .4** If any proceedings are brought or any claim is made against the Trust arising out of the matters referred to in sub-clause .2 of this clause GCC, the Trust shall promptly give the BPO Service Provider notice of such proceedings or claims, and the BPO Service Provider may at its own expense and in the Trust's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- If the BPO Service Provider fails to notify the Trust within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Trust shall be free to conduct the same on its own behalf. Unless the BPO Service Provider has so failed to notify the Trust within the twenty-eight (28) days, the Trust shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Trust shall, at the BPO Service Provider's request, afford all available assistance to the BPO Service Provider in conducting such proceedings or claim and shall be reimbursed by the BPO Service Provider for all reasonable expenses incurred in so doing.

.5 The Trust shall indemnify and hold harmless the BPO Service Provider 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 BPO Service Provider or its employees or officers, 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 BPO Service Provider in connection with this Contract by the Trust or any persons (other than the BPO Service Provider) contracted by the Trust, except to the extent that such losses, liabilities, and costs arise as a result of the BPO Service Provider'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 Trust or any other person contracted by the Trust, 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 BPO Service Provider's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the BPO Service Provider, or any persons contracted by the BPO Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the BPO Service Provider by the Trust or any persons contracted by the Trust.

.6 If any proceedings are brought or any claim is made against the BPO Service Provider arising out of the matters referred to in sub-clause .5 of this clause GCC, the BPO Service Provider shall promptly give the Trust notice of such proceedings or claims, and the Trust may at its own expense and in the BPO Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the BPO Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the BPO Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the BPO Service Provider within the twenty-eight (28) days, the BPO Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The BPO Service Provider shall, at the Trust's request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust 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 BPO Service Provider shall not be liable to the Trust, 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 BPO Service Provider to pay liquidated damages to the Trust; and the BPO Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

(c) the aggregate liability of the BPO Service Provider to the Trust, 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 BPO Service Provider to indemnify the Trust with respect to intellectual property rights infringement.

.2 **Statute of Limitations**
The parties agree and intend that any action in relation to an alleged breach of this contract shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. However it is subjected to the decision of the court or forum in the above matter.

Clause No. 11

Clause Heading Indemnity

Sub-Clause No.

.1 The BPO Service Provider 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 BPO Service Provider shall indemnify and hold harmless the Trust 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 Trust 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 BPO Service Provider or its employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Trust, its contractors, employees, officers, or agents.
- .3** If any proceedings are brought or any claim is made against the Trust that might subject the BPO Service Provider to liability under sub-clause .2 of this clause GCC, the Trust shall promptly give the BPO Service Provider the notice of such proceedings or claims, and the BPO Service Provider may at its own expense and in the Trust's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the BPO Service Provider fails to notify the Trust within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Trust shall be free to conduct the same on its own behalf. Unless the BPO Service Provider has so failed to notify the Trust within the twenty-eight (28) day period, the Trust shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Trust shall, at the BPO Service Provider's request, afford all available assistance to the BPO Service Provider in conducting such proceedings or claim and shall be reimbursed by the BPO Service Provider for all reasonable expenses incurred in so doing.
- .4** The Trust shall indemnify and hold harmless the BPO Service Provider and its employees and officers from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the BPO Service Provider or its employees or officers may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Trust, 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 BPO Service Provider.

- .5 If any proceedings are brought or any claim is made against the BPO Service Provider that might subject the Trust to liability under sub-clause .4 of this clause GCC, the BPO Service Provider shall promptly give the Trust the notice of such proceedings or claims, and the Trust may at its own expense and in the BPO Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the BPO Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the BPO Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the BPO Service Provider within the twenty-eight (28) days, the BPO Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The BPO Service Provider shall, at the Trust's request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust 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 “Force Majeure” shall mean any event beyond the reasonable control of the Trust or of the BPO Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
 - (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 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.
- .3 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).
- .4 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 fulfill its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under GCC Clause 12.6.
- .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 12.3, and 12.4 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 12.6, the rights and obligations of the Trust and the BPO Service Provider shall be as specified in GCC Clause “Termination”.
- .8** Notwithstanding GCC Clause 12.5, Force Majeure shall not apply to any obligation of the Trust to make payments to the BPO Service Provider under this Contract.

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No. 14

Clause Heading Term

Sub-Clause No.

- .1 Effectiveness of Contract:** Upon fulfillment of the effectiveness conditions listed hereunder, the BPO Service Provider shall issue a letter of confirmation to the Trust, consequent to which a commencement of services notice shall be issued by the Trust. This Contract shall come into force and effect on the date (the “**Effective Date**”) of the Trust’s notice of commencement of services. This notice shall confirm that the effectiveness condition, if any, listed in the **SCC** have been met.
- .2 Commencement of Services:** The BPO Service Provider 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 BPO Service Provider shall commence work within the period specified at sub-clause .2 of this clause GCC, and the BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider 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 Trust; 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 BPO Service Provider.

- .6 Except where otherwise specifically provided in the Contract, the BPO Service Provider 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 Trust and the BPO Service Provider shall agree upon the period of such extension. In the event that the BPO Service Provider does not accept the Trust's estimate of a fair and reasonable time extension, the BPO Service Provider shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 5.
- .7 The BPO Service Provider 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 Trust: The Trust may, by not less than thirty (30) days written notice of termination to the BPO Service Provider (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 BPO Service Provider 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 within such further period as the Trust may have subsequently approved in writing.

(b) If the BPO Service Provider becomes (or, if the BPO Service Provider 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 BPO Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to "Dispute Settlement" Clause GCC;

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

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

(f) If the BPO Service Provider, in the judgment of the Trust, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to willful 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

- .3 Termination by the BPO Service Provider:** The BPO Service Provider may, by not less than thirty (30) days written notice to the Trust 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;
- If the Trust fails to pay any money due to the BPO Service Provider 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;
- If the Trust 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 BPO Service Provider may have subsequently approved in writing) following the receipt by the Trust of the BPO Service Provider’s notice specifying such breach;
- If, as the result of Force Majeure, the BPO Service Provider is unable to perform a material portion of the Service for a period of not less than sixty(60) days; or
- If the Trust 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 BPO Service Provider’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 BPO Service Provider 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 BPO Service Provider, the BPO Service Provider 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 Trust shall make the payments pursuant to Clause 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:** The Trust shall have the right to propose, and subsequently require, the Project Manager to order the BPO Service Provider 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 BPO Service Provider.
- .3** The BPO Service Provider may from time to time during its performance of the Contract propose to the Trust (with a copy to the Project Manager) any Change that the BPO Service Provider considers necessary or desirable to improve the quality or efficiency of the Service. The Trust may at its discretion approve or reject any Change proposed by the BPO Service Provider.
- .4** Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the BPO Service Provider 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 Trust nor the BPO Service Provider 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 BPO Service Provider 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.
- .6** **Non- Exclusivity:** In the event of non-fulfillment or shortcomings of the prescribed performance indicators/ services/ work in the contract by the service provider as per the project plan, then the purchaser reserves the right to appoint other providers to carry the work in the contract and the service provider shall have no objection for the same. In such an event the service provider shall compensate the loss incurred by the Purchaser appropriately, and assist to facilitate the work of the appointed provider.

D. PAYMENT

Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.1	As specified in SCC.

Clause No.	18
Clause Heading	Payment Terms
Sub-Clause No.	
.1	<p>The BPO Service Provider's request for payment shall be made to the Trust in writing, accompanied by an Invoice describing, as appropriate, the deliverable and upon fulfillment of other obligations stipulated in the Contract.</p> <p>The Contract Price shall be paid in Indian Rupees as specified in the SCC.</p>
.2	No payment made by the Trust herein shall be deemed to constitute acceptance by the Trust of any deliverable.
.3	<p>Payments shall be made promptly by the Trust, but in no case later than forty five (45) days after submission of a valid invoice by the BPO Service Provider. In the event that the Trust fails to make any payment by its respective due date or within the period set forth in the Contract, the Trust shall pay to the BPO Service Provider 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.</p>

.4

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

(a) The Trust shall cause to be paid to the BPO Service Provider an advance payment as specified in the sub-clause .2 of "Securities" Clause CCC, and as otherwise set forth below.

(b) The BPO Service Provider 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 Trust 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 Trust shall cause the payment of the BPO Service Provider's statements within Thirty (30) days after the receipt by the Trust 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 BPO Service Provider, the Trust 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 BPO Service Provider and approved as satisfactory by the Trust. The Services shall be deemed completed and finally accepted by the Trust and the final deliverables and the final statement shall be deemed approved by the Trust as satisfactory ninety (90) calendar days after receipt of the final deliverables and final statement by the Trust unless the Trust within such ninety (90) days period gives written notice to the BPO Service Provider specifying in detail deficiencies in the services and/or the final deliverables or final statement. The BPO Service Provider shall thereupon promptly rectify any such deficiency, and upon completion of such rectifications, the foregoing process shall be repeated. Any amount which the Trust 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 BPO Service Provider to the Trust within thirty (30) days after receipt by the BPO Service Provider of notice thereof. Any such claim by the Trust for reimbursement must be made within

.5

Suspension

The Trust may, by written notice of suspension to the BPO Service Provider suspend all payments to the BPO Service Provider hereunder if the BPO Service Provider fails to perform any of its obligations under this Contact, 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 BPO Service Provider to remedy such failure within a specified period, after receipt by the BPO Service Provider 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 BPO Service Provider shall provide the securities specified below in favour of the Trust at the times and in the amount, manner, and form specified below.

- .2 Advance Payment Security**
- (a) As **specified in the SCC**, the BPO Service Provider 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 Trust. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the BPO Service Provider from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Trust. 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 BPO Service Provider immediately after its expiration.

- .3 Performance Security**
- (a) The BPO Service Provider 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-4, or it shall be in another form acceptable to the Trust.
- (c) The security shall automatically become null and void once all the obligations of the BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider.

Clause No. 20

Clause Heading Taxes and Duties

Sub-Clause No.

- .1** For Goods or Services supplied locally, the BPO Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Trust. 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 BPO Service Provider, the Trust shall use its best efforts to enable the BPO Service Provider 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 BPO Service Provider 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 **BPO Service Provider's Responsibilities**

Sub-Clause No.

- .1** Unless otherwise expressly **limited in the SCC** or Requirements, the BPO Service Provider'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 BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider shall always act, in respect of any matter relating to this contract or to the services, as a faithful service provider to the Trust and at all time support and safeguard the Trust's legitimate interests in any dealings with sub contractor or Third parties.
- .4** The BPO Service Provider 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 Trust and on the basis of information that the BPO Service Provider 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 BPO Service Provider relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Trust under GCC Clause 22.4 and that are necessary for the performance of the Contract.
- .7** The BPO Service Provider 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 BPO Service Provider. The BPO Service Provider shall indemnify and hold harmless the Trust 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 BPO Service Provider or its personnel, but without prejudice to GCC Clause 22.1. The BPO Service Provider shall not indemnify the Trust to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the Trust.
- .8** The BPO Service Provider shall, in all dealings with its labour 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 BPO Service Provider shall permit the Trust and/or persons appointed by the Trust to inspect the BPO Service Provider’s offices and/or the accounts and records of the BPO Service Provider and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Trust if required by the Trust. The BPO Service Provider’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 Trust’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 Trust.
- .11** **Right of Publicity**
- The supplier shall not use the name, any adaptation of the name, any logo, or other device of the purchaser or any part of it, in any advertising, promotional or sales materials without the prior consent of the Purchaser.

.12 Duplicate Payments

The payments to the BPO Service Provider pursuant to “Price” clause 18 of GCC hereof shall constitute the BPO Service Provider’s sole payment in connection with the contract or the services and, subject to sub-Clause .13 of this clause GCC hereof the BPO Service Provider 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.

.13 Procurement Rules of Government

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

.14 BPO Service Provider and Affiliates not to engage in certain Activities

The BPO Service Provider agrees that, during the term of this contract and after its termination, the BPO Service Provider and any entity affiliated with the BPO Service Provider, 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 BPO Service Provider shall not engage, and shall cause 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 BPO Service Provider

(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 Trust 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 Trust.

.17 BPO Service Provider's Action requiring The Trust's prior Approval

The BPO Service Provider shall obtain the Trust's prior approval in writing before taking any of the following actions appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name.

.18 Equipment and materials furnished by the Trust

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

.19 Other BPO Service Provider responsibilities, if any, are as stated in the SCC.

Clause No.

22

Clause Heading

The Trust's Responsibilities

Sub-Clause No.

- .1** The Trust shall ensure the accuracy of all information and/or data to be supplied by the Trust to the BPO Service Provider, except when otherwise expressly stated in the Contract.
- .2** The Trust 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 Trust 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 BPO Service Provider, the Trust shall use its best endeavours to assist the BPO Service Provider 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 BPO Service Provider or the personnel of the BPO Service Provider, as the case may be, to obtain.
- .5** The Trust will designate appropriate staff for the training courses to be given by the BPO Service Provider 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 Trust shall ensure that the BPO Service Provider has, free of charge, unimpeded access to all required facilities as specified in SCC of the Trust in respect of which access is required for the performance of the Services.
- .7** **Counter Personnel**

If so provided in SCC hereto, the Trust shall make available to the BPO Service Provider, and free of charge, such counterpart personnel to be selected by the Trust, as shall be specified in SCC. Such Counterpart personnel shall work either in close coordination with the BPO Service Provider or directly under the BPO Service Provider as specified in SCC
- .8** Other Trust 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 Trust and based on the Preliminary Project Plan included in the BPO Service Provider's proposal/bid, the BPO Service Provider 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 BPO Service Provider and submitted to the Trust in the format and frequency specified in the Requirements.
- .3** The BPO Service Provider shall formally present to the Trust the Project Plan in accordance with the procedure specified in the SCC.
- .4** The BPO Service Provider 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 Instructions and Specifications

(a)The BPO Service Provider 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.

.2 Codes and Standards

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 Trust.

Approval/Review of Documents by the Project Manager

- (a) The BPO Service Provider shall prepare and furnish to the Project Manager the documents as **specified in the SCC** for the Project Manager's approval or review.

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.

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.

- (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 BPO Service Provider with its approval endorsed on the document or shall notify the BPO Service Provider 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.

- (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 contrary to good industry practice.

- (d) If the Project Manager disapproves the document, the BPO Service Provider 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 BPO Service Provider 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 Trust and the BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider, shall not relieve the BPO Service Provider 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 BPO Service Provider by or on behalf of the Trust.

- (g) The BPO Service Provider shall not depart from any

- .4 **Inspections:** The Trust or its representative shall have the right to inspect any of the ongoing works/activities, at any location.
- .5 The Trust 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	<p>General: The service provider shall employ and provide such qualified and experienced personnel as are required to carry out the Services. All work shall be performed under the direct supervision of the Project Manager.</p>
.2	<p>Description of Personnel</p> <p>(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 Trust his/ her name is listed as well.</p> <p>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 Trust’s written approval.</p> <p>(b) in case additional personnel are required due to empanelment of new hospitals the BPO Service Provider shall deploy such personnel at the rates specified at Appendix 5 (Price Schedules). In case reduction in personnel is required due to de-empanelment of hospitals, the amount payable to the BPO Service Provider shall be reduced as per appendix 5 (Price Schedules).</p> <p>(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 Trust 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.</p>
.3	<p>Approval of personnel</p> <p>The key personnel listed by title as well as by name in Appendix 3 hereby approved by the Trust. In respect of other key personnel which the BPO Service Provider proposes to use in the carrying out of the services, the BPO Service Provider shall submit to the Trust for review and approval a copy of their biographical data. If the Trust 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 Trust.</p>

Removal and / or Replacement of personnel

- (a) Except as the Trust may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the BPO Service Provider it becomes necessary to replace any of the personnel, the BPO Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Trust

 - (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 BPO Service Provider shall, at the Trust's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Trust.
- (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 Trust except as the Trust may otherwise agree.

Working Hours, Leave, etc.

- (a) Working hours and Holidays for personnel are set forth as per the Trust's requirements.

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

GCC Clause No. 1

Clause Heading Definitions

Sub Clause No.

- .1 (b) (iii)** The Trust is: CEO, Aarogyasri Health Care Trust
- .1 (b) (iv)** The Project Manager is: *Medi Assist Healthcare Services Pvt Ltd*
- .1 (b) (v)** The BPO Service Provider's Representative is:

Name: *Mr. Ganesh Ramaswamy Shastry,*
Address: *# 44, 1st Floor, 21st Main, 14th Cross,*
Padmanabhanagar, Bangalore 560070
Title: *General Manager*

- .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:** Mr. Ganesh Ramaswamy Shastry
- .2** **Project Manager Extensions and /or Limitations:**
- .3** **BPO Service Provider'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 Trust:

Aarogyasri HealthCare Trust
Door No. 8-2-293/82/a/ahct,
Road No 46, Jubilee Hills,
Hyderabad-500 033

Address of the BPO Service Provider's Representative:
Mr. Ganesh Ramaswamy Shastry,
Address:# 44, 1st Floor, 21st Main, 14th Cross,
Padmanabhanagar, Bangalore 560070

Fallback address of the BPO Service Provider:

1. ***M/s Medi Assist Healthcare Services Pvt Ltd,# 45/A, 4th Floor, B-Block, Green Arch Building, 1st Main, Sarakki Industrial Layout JP Nagar, 3rd Phase, Bangalore, Karnataka-560078.***
2. ***M/s Medi Assist Healthcare Services Pvt Ltd, # 6-3-456/B/619, 6th Floor, Model House, Punjagutta, Hyderabad.***

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

(i) Disputes shall be settled in accordance with the following provisions:

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 i.e. the Chief Executive Officer, Trust and the Chief Executive Officer of the BPO Service Provider 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 & 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 & 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 BPO Service Provider and the Trust agree and undertake to carry out such Award without delay.

The BPO Service Provider and the Trust agree that an Award may be forced against the BPO Service Provider and/ or the Trust, 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 here under.

(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

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 BPO Service Provider 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 Trust.

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

GCC Clause No.	7
Clause Heading	Time Guarantee and Liquidated Damages Trigger
Sub-Clause No	
2.	Triggering of Liquidated Damages: (a)Liquidated damages:
GCC Clause No.	12
Clause Heading	Insurances
Sub-Clause No.	

.1(a) The BPO Service Provider 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 BPO Service Provider 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 BPO Service Provider 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 **Thirty Six (36) months** from the Effective Date and shall be extendible by a further period of **Three (3) months**.
- .4 Termination of Contract for Failure to Become Effective:** The time from the date of signing of contract shall be 30 days.

D PAYMENT

Clause No. 17

Clause Heading Price

Sub-Clause No.

- .1 The Contract Price shall be as specified Price Schedules (Appendix 5) of the Contract Agreement.
 - .2 The Contract Price shall not exceed the ceiling specified in the Price schedules at Appendix 5, 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

- .1 Subject to the provisions of GCC Clause (Terms of Payment), the Trust shall pay the Contract Price to the BPO Service Provider according to the manner specified below.
 - (a) Advance Payment: Nil
 - (b) At the end of each month, an amount equivalent to the quoted monthly Contract Price shall be paid, subject to satisfactory performance of services and against receipt of Invoice in respect of each previous month during the Contract Period from the BPO Service Provider.

Clause No. 19

Clause Heading Securities

Sub-Clause No.

- .2(a) **Advance Payment Security**

The BPO Service Provider 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 5percent 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

Clause No.	21
Clause Heading	BPO Service Provider’s Responsibilities
Sub-Clause No.	
.1	Limitation of Obligations: None
.16	Accounting, Inspecting and Auditing Specific bases: None
.19	Other BPO Service Provider responsibilities: (i) None
Clause No.	22
Clause Heading	The Trust’s Responsibilities
Sub-Clause No.	

- .6 **Details of Access to Facilities:** The BPO Service Provider shall have access to all the facilities required.
- .7 **Details of Counter Personnel:** None
- .9 Other Trust responsibilities: None

F. SUBJECT OF CONTRACT

Clause No. 23

Clause Heading **Project Plan**

Sub-Clause No.

- .1 Project Plan shall be Annexure-2.
- .2 The BPO Service Provider shall submit to the Trust the following reports:
- (a) *Monthly (Quarterly) progress reports, summarizing:*
- (i) *results accomplished during the prior period;*
- (ii) *other issues and outstanding problems; proposed actions to be taken;*
- (iii) *resources that the BPO Service Provider expects to be provided by the Trust and/or actions to be taken by the Trust in the next reporting period;*
- (iv) *other issues or potential problems the BPO Service Provider foresees that could impact on project progress and/or effectiveness.*

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	
.2	Codes and Standards: Nil
.3	Approval/Review of Technical Documents by the Project Manager The list of documents shall be: <ol style="list-style-type: none"> 1. Project Plan. 2. Two months roaster of staff deployment. 3. Document containing personnel replacements.
.4	Acceptance Certificate Issuance Details: None

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 the Trust 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.

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

Performance Security Form (Bank Guarantee)

[insert: The Trust'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 BPO Service Provider]* (hereinafter called "the BPO Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the BPO Service Provider, 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 BPO Service Provider 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 BPO Service Provider, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s)Error! Bookmark not defined. 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 Trust 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: The Trust'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 BPO Service Provider*] (hereinafter called "the BPO Service Provider"). 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 BPO Service Provider against an advance payment guarantee.

At the request of the BPO Service Provider, 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 BPO Service Provider is in breach of its obligations under the Contract because the BPO Service Provider 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 BPO Service Provider on its account [insert: *number and domicile of the account*].

For each payment after the advance payment, which you will make to the BPO Service Provider 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 5
Price Schedules

S No	Item	Quantity	Unit price	Total price	For 36 months
1	Support Services of Aarogyasri	5 Units	Rs 2,51,471/-	Rs 12,57,375/-	Rs 4,52,65,500/-

The Contract Price shall be *[Four Crores Fifty Two lakhs Sixty Five thousand and Five hundred Only], [Rs 4,52,65,500/-]*, as specified in the Price Schedule. It includes the taxes amount as per applicable law. *Rs 4,52,65,500/-* as specified in the grand summary price schedule or on an agreed Contract Price excluding taxes.

Appendix 6

Minutes of Contract Finalisation Discussions and Agreed to Contract Amendments