

Aarogyasri Health Care Trust

SBD for Insurance

Volume III – The Contract

Department: Administration (Legal)



December, 2011

© 2011 Aarogyasri Health Care Trust

All rights reserved.

Aarogyasri Health Care Trust
Head Office
Opposite B.R.Ambedkar Open University
Road no. 46
Jubilee Hills
Hyderabad-500033

Tel +91 040 23148000
Fax +91 040 23148100
www.aarogyasri.org

For queries, please contact:
Procurement & Guidelines Department

PREFACE

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

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

S.NO	CONTENTS	PAGE
	GENERAL CONDITIONS OF CONTRACT	
	<u>A. General Provisions and Interpretation</u>	
1	Definitions	
2	Interpretation	
3	Representatives	
4	Notices	
5	Dispute Settlement	
6	Copyright, Confidential Information, and Ownership	
	<u>B. Guarantees, Liabilities, Indemnities, Insurance and Risks</u>	
7	Time Guarantee and Liquidated Damages Trigger	
8	Service Conformity Guarantee and Performance Security Trigger	
9	IPR Warranty and Indemnity	
10	Limitation of Liability	
11	Indemnity	
12	Insurances	
13	Force majeure	
	<u>C. Term, Termination and Modification</u>	
14	Term	
15	Termination	
16	Modification	
	<u>D. Payment</u>	
17	Price	
18	Payment Terms	
19	Securities	
20	Taxes and Duties	
	<u>E. Responsibilities</u>	
21	Insurer's Responsibilities	
22	Trust's Responsibilities	
	<u>F. Subject of Contract</u>	
23	Project Plan	

24 Documents Approval

25 Personnel

SPECIAL CONDITIONS OF CONTRACT

A. General Provisions and Interpretation

1 Definitions

3 Representatives

4 Notices

5 Dispute Settlement

6 Copyright, Confidential Information and Ownership

B. Guarantees, Liabilities, Indemnities, Insurance and Risks

7 Time Guarantee and Liquidated damages Trigger

12 Insurances

C. Term, Termination and Modification

14 Term

15 Termination

D. Payment

17 Price

18 Payment Terms

19 Securities

E. Responsibilities

21 Insurer's Responsibilities

22 Trust's responsibilities

F. Subject of Contract

23 Project Plan

24 Documents Approval

CONTRACT FORM

Annexure-1-The Work

Annexure-2-Project Plan

Annexure-3-Personnel

Annexure-4- SLA

Annexure-5- Packages and Prices

Annexure-6- Bank Guarantee Forms

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

Between

Aarogyasri Health Care Trust

And

[Insert: name of the Insurer(s)]

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [*insert: ordinal*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert: Name of Trust*], a [*insert: description of type of legal entity, for example, a Trust of the Department of Medical and Health. . .*] of the Government of *Andhra Pradesh*, and having its principal place of business at [*insert: address of Trust*] (hereinafter called “the Trust”), and

- (2) [*insert: name of Insurer*], an insurance company incorporated under the laws of [*insert: country of Insurer*] and having its principal place of business at [*insert: address of Insurer*] (hereinafter called “the Insurer” which expression shall include their respective successors and permitted assignees).

WHEREAS

(A) The Trust vide its Bid Notification No.

_____ invited Competitive Bids for providing insurance cover for Phase-II, policy period five, the implementation of Rajiv Aarogyasri Health Care Scheme that enables cash less hospitalization for its beneficiaries, as defined in the Scheme (hereinafter referred to as the “**Scheme**”), through competitive bidding in the five Districts of Andhra Pradesh viz: [*insert: names of Districts.*];

(B) The Insurer submitted their Competitive Bid for the aforesaid work, whereby the

Insurer represented to the Trust that they had the required professional skills, and in the said Bid the Insurer also agreed to implement the Scheme and provide the Services to the Trust on the terms and conditions as set forth in the Bidding Document and this Agreement(“the Scheme”); and

(C)The Trust, on acceptance of the aforesaid Bid of the Insurer, awarded the Contract to the Insurer vide its Letter of Award dated ----- (hereinafter referred to as the “LOA”);

NOW IT IS HEREBY AGREED as follow:

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 Insurer, 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 (Reference GCC Clause 2)

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 7 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)(ix) and GCC Clause Price)

The Trust hereby agrees to pay to the Insurer the Contract Price (“the Annual Insurance Premium”) on behalf of the BPL beneficiaries to the Insurer directly on a [*insert: monthly/quarterly/half-yearly*] basis an amount of Rupees [*insert: amount in words*], [*insert: amount in figures*], in consideration of the performance by the Insurer of its obligations under the Contract. Schedule.

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

2.2 The contract price of Rs._____ shall be an amount of Rs._____of premium and Rs._____of administrative cost.

2.3 The Trust hereby agrees to pay to the insurer Rs. _____ [*Insert installment amount*] directly on a [monthly/ quarterly/ half-yearly] basis.

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 Insurer;
- (b) The Insurer has submitted to the Trust the performance security and the advance payment security, in accordance with GCC Clause 20.2 and GCC Clause 20.3;
- (c) The Trust has paid the Insurer the advance payment, in accordance with GCC Clause 19;
- (d) [*specify here: any other conditions, for example,*

opening/confirmation of letter of credit].

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 Insurer, 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.

APPENDICES

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

IN WITNESS WHEREOF the Trust and the Insurer 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 [*insert: title or other appropriate designation*]

in the presence of

For and on behalf of the Insurer

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

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

AND

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

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 Insurer, 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 Insurer 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 Insurer. The date of the Contract Agreement shall be recorded in the signed form.
- (v) “GCC” means the General Conditions of Contract.
- (vii) “SCC” means the Special Conditions of Contract.

- (viii) “Requirements” means the Requirements Section of the Scheme.
- (ix) “Implementation Schedule” means the Implementation Schedule Sub-section of the Requirements.
- (x) “IRDA” means the Insurance Regulatory And Development Trust of India.
- (xi) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- (xii) “Bidding Documents” refers to the collection of documents issued by the Trust to instruct and inform potential Insurers 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 Insurer. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Trust is obligated to follow during procurement and administration of this Contract.
- (xiii) “Government” means the Government of Andhra Pradesh or Government of India.
- (ix) “**Services**” means the work to be performed by the Insurer pursuant to this Agreement, as described in the Scheme hereto.

(b) Entities

- (i) “Member”, in case of Insurer consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (ii) “Party” means the Trust or the Insurer, as the case may be;

and “Parties” means both of them;

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

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

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

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

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

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

(vi) “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, Insurers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party

whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

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

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

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

(v) “Services” means all technical, logistical, management, and any other Services to be provided by the Insurer 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, 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 Insurer and approved by the Trust, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Insurer’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Trust, in accordance with GCC Clause 19.2. 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.
- (xiv) “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.
- (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works

from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

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

(d) Activities

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

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

(e) **Place and Time**

- (i) “Project Site(s)” means the place(s) **specified in the SCC** for the supply and installation of the System.
- (ii) “Day” means calendar day of the English Calendar.
- (iii) “Week” means seven (7) consecutive Days, beginning Monday.
- (iv) “Month” means calendar month of the English Calendar.
- (v) “Year” means twelve (12) consecutive Months.
- (vi) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 15.1
- (vii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Trust and Insurer in relation to the System, as **specified in the SCC**.
- (viii) “The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Insurer may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).
- (ix) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

Clause No.

2

Clause Heading	Interpretation
Sub-Clause No.	
.1	Contract Documents: Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
.2	Governing Law: The Contract shall be governed by and interpreted in accordance with the Applicable Law, and the High Court, in Hyderabad in the State of Andhra Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this agreement.
.3	Governing Language: All Contract Documents and related correspondence exchanged between Trust and Insurer 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 Insurer. The Insurer, subject to this contract, has complete charge of personnel and Subcontractors, if any performing the services and shall be fully responsible for the Service performed by them or on their behalf hereunder.
.5	Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
.6	Headings: The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
.7	Persons: Words importing persons or parties shall include firms, corporations, and government entities.
.8	Entire Agreement: The Contract constitutes the entire agreement between the Trust and Insurer with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

- .9** **Amendment:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
- .10** **Independent Insurer:** The Insurer shall be independent in 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 Insurer shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Insurer in connection with the performance of the Contract shall be under the complete control of the Insurer and shall not be deemed to be employees of the Trust, and nothing contained in the Contract or in any subcontract awarded by the Insurer shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Trust.
- .11** **Joint Venture:** If the Insurer is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Trust for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with Trust to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Trust.

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

.13 **Non waiver:**

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

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

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

Fairness And Good Faith

(a) Good Faith

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

(b) Operation of the contract

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

Clause No. 3
Clause Heading Representatives
Sub-Clause No.

.1 (a)**Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the Insurer may be taken or executed by the persons specified at 1.1(b) (iv) and 1.1(b) (vi) Clauses SCC to GCC.

(b)**Trust of Member in charge:** In case the Insurer consists, of a joint venture of more than one entity, the members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Insurer's rights and obligations towards the Trust under this Contract, including without limitation the receiving of instructions and payments from the Trust.

.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 Insurer 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 Insurer 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 Insurer. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the Trust 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.

.3

Insurer’s Representative:

- (a) If the Insurer’s Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the Insurer shall appoint the Insurer’s Representative and shall request the Trust in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Insurer’s Representative. If the Trust does not object to the appointment within fourteen (14) days, the Insurer’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 Insurer 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 Insurer’s Representative shall have the Trust to represent the Insurer on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Insurer pursuant to “Notices” Clause GCC.
- (c) The Insurer shall not revoke the appointment of the Insurer’s Representative without the Trust’s prior written consent, which shall not be unreasonably withheld. If the Trust consents to such an action, the Insurer shall appoint another person of equal or superior qualifications as the Insurer’s Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.
- (d) The Insurer’s Representative and staff are obliged to work closely with the Trust’s Project Manager and staff, act within their own Trust, and abide by directives issued by the Trust that are consistent with the terms of the Contract.

The Insurer's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

(e)The Insurer'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 Insurer'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 Insurer's Representative.

.4

Objections and Removals:

(a)The Trust may by notice to the Insurer object to any representative or person employed by the Insurer 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 Insurer shall remove such person.

(b)If any representative or person employed by the Insurer is removed in accordance with Sub-Clause .4(a) of this Clause GCC, the Insurer 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.

- .1
- 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 Insurer are normally given by, or addressed to, the Insurer's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Insurer's Representative (or deputy), or if their related Trust is limited by the sub-clause .2 or .3(b) of "Representatives" Clause of SCC for GCC, or for any other reason, the Trust or Insurer 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 Insurer's Representative and the fallback address of the Insurer are as specified in **SCC** of the Contract Agreement or as subsequently established/amended.

Clause No
Clause Heading
Sub-Clause No.

5
Dispute Settlement

.1

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

.2

Arbitration:

- (a) If the mutual consultation pursuant to Sub-clause .1 of this clause GCC expires without resolution of the dispute and the Trust or the Insurer acts within the following twenty eight (28) days, then either the Trust or the Insurer 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.
- (b) Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub-clause .2(a) of this clause GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after the termination of contract.
- (c) Arbitration proceedings shall be conducted in accordance with

the rules of procedure **specified in the SCC.**

.3

Notwithstanding any reference to arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Trust shall pay the Insurer any monies due to the Insurer.

Clause No
Clause Heading
Sub-Clause No.

6

Copyright, Confidential Information, and Ownership

.1

Copyright: As applicable, the Trust's and Insurer's rights and obligations with respect to the designs, methodologies, 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 Insurer 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 Insurer shall ensure that the holder of a moral right in such an item does not assert it, and the Insurer 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 Insurer) 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 Insurer is also deemed to be the Receiving Party of Confidential Information generated by the Insurer itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Insurers, employees, or other contacts of the Trust or the Trust's use of the deliverables.
- .4** Notwithstanding sub-clauses .2 and .3 of this clause GCC the Insurer may furnish to its Subcontractor Confidential Information of the Trust to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.
- .5** The Insurer 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.
- .6** The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

- .7** The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Insurer prior to the date of the Contract in respect of the System or any part thereof.
- .8** The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
- .9** **Ownership:** The ownership of the deliverables and other Services or Goods shall be transferred to the 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 utilizing the Trust's domain knowledge, and other documents and tools prepared by the Insurer for the Trust under this contract shall become and remain the property of the Trust, and the Insurer 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 Insurer may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.

B. GUARANTEES, LIABILITIES, INDEMNITIES,

INSURANCE AND RISKS

Clause 7

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

Clause No

.1 **Guarantee:** The Insurer guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Scheme of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 19.3, or within such extended time to which the Insurer shall be entitled under GCC Clause 15.5 (Extension of Time).

2. **Triggering of Liquidated Damages:**

(a) If the Insurer 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 15.5 (Extension of Time), the Insurer 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 16.2.

(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 Insurer 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 Insurer 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 Insurer 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 Insurer acknowledges that GCC Clause 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.
.2	If, for reasons attributable to the Insurer, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Insurer 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 Insurer 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 16.2, and forfeiture of the Insurer's Performance Security in accordance with GCC Clause 20.3 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 Insurer 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 Insurer 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 Insurer 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 Insurer'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 Insurer notice of such proceedings or claims, and the Insurer 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 Insurer 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 Insurer 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 defense of any such proceedings or claim. The Trust shall, at the Insurer's request, afford all available assistance to the Insurer in conducting such proceedings or claim and shall be reimbursed by the Insurer for all reasonable expenses incurred in so doing.

.5

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

.6

If any proceedings are brought or any claim is made against the Insurer arising out of the matters referred to in sub-clause .5 of this clause GCC, the Insurer shall promptly give the Trust notice of such proceedings or claims, and the Trust may at its own expense and in the Insurer'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 Insurer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Insurer shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the Insurer within the twenty-eight (28) days, the Insurer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Insurer 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 Insurer shall not be liable to the Trust, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of interest costs, provided that this exclusion shall not apply to any obligation of the Insurer to pay liquidated damages to the Trust; and the insurer shall replace all the equipment which is intentionally/ accidentally damaged during the course of supply of services.
- (b) the aggregate liability of the Insurer to the Trust, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Insurer to indemnify the Trust with respect to intellectual property rights infringement.

Clause No.	11
Clause Heading	Indemnity
Sub-Clause No.	
.1	The Insurer and each and every Subcontractor shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.
.2	Subject to sub-clause .3 of this Clause GCC, the Insurer 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 Insurer or its Subcontractors, or their 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 Insurer to liability under sub-clause .2 of this clause GCC, the Trust shall promptly give the Insurer notice of such proceedings or claims, and the Insurer 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 Insurer 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 Insurer 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 defense of any such proceedings or claim. The Trust shall, at the Insurer's request, afford all available

assistance to the Insurer in conducting such proceedings or claim and shall be reimbursed by the Insurer for all reasonable expenses incurred in so doing.

.4 The Trust shall indemnify and hold harmless the Insurer and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Insurer or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Trust, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under “Insurances” Clause GCC, provided that such fire, explosion, or other perils were not caused by any act or failure of the Insurer.

.5 If any proceedings are brought or any claim is made against the Insurer that might subject the Trust to liability under sub-clause .4 of this clause GCC, the Insurer shall promptly give the Trust notice of such proceedings or claims, and the Trust may at its own expense and in the Insurer’s name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the Insurer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Insurer shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the Insurer within the twenty-eight (28) days, the Insurer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Insurer shall, at the Trust’s request, at the insurer’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 Insurer 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 Trust, 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 Trust's personnel) and loss of or damage to property occurring in connection with the Scheme.

(b) Automobile Liability Insurance

In accordance with the statutory requirements, covering use of all vehicles used by the Insurer 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 Trust shall be named as co-insured under all insurance policies taken out by the Insurer pursuant to sub-clause .1 of this GCC clause, except for the Third-Party Liability, and the Insurer's Subcontractors shall be named as co-insured under all insurance policies taken out by the Insurer 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 Insurer shall deliver to the Trust certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

- .4** The Insurer 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 Insurer.
- .5** If the Insurer fails to take out and/or maintain in effect the insurance referred to in sub-clause .1 of this GCC clause, the Trust may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Insurer under the Contract any premium that the Trust shall have paid to the insurer or may otherwise recover such amount as a debt due from the Insurer.
- .6** Unless otherwise provided in the Contract, the Insurer 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 Insurer. The Trust shall give to the Insurer all such reasonable assistance as may be required by the Insurer in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Trust's interest is involved, the Insurer shall not give any release or make any compromise with the insurer without the prior written consent of the Trust. With respect to insurance claims in which the Insurer's interest is involved, the Trust shall not give any release or make any compromise with the insurer without the prior written consent of the Insurer.

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 Insurer, 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 de jure or de facto Trust, or any other act or failure to act of any local, state or Central government Trust;
- (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 15.5 (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 14.6.
- .5** No delay or nonperformance 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 14.3, and 14.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance 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 14.6, the rights and obligations of the Trust and the Insurer shall be as specified in GCC Clause "Termination".
- .8** Notwithstanding GCC Clause 14.5, Force Majeure shall not apply to any obligation of the Trust to make payments to the Insurer 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 insurer shall issue a letter of confirmation to the Trust, consequent to which a commencement of services notice shall be issued. This Contract shall come into force and effect on the date (the “ Effective Date ”) of the Trust’s notice to the Insurer instructing the Insurer to begin carrying out the services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
.2	Commencement of Services: The Insurer 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 Insurer shall commence work within the period specified at sub-clause .2 of this clause GCC, and the Insurer 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 Insurer shall adhere to the timelines in the Implementation Schedule in the Scheme and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Insurer shall be entitled under GCC Clause 15.5(Extension of Time).
.5	Extension of time: The time(s) specified in the Schedule of Implementation shall be extended if the Insurer 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 “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 Insurer.

.6

Except where otherwise specifically provided in the Contract, the Insurer 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 Insurer shall agree upon the period of such extension. In the event that the Insurer does not accept the Trust’s estimate of a fair and reasonable time extension, the Insurer shall be entitled to refer the matter under “Settlement of Disputes” Clause GCC.

.7

The Insurer 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 GCC Clause, 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 Insurer (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 GCC clause, terminate this contract:

(a) If the Insurer fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 19.5 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 Insurer becomes (or, if the Insurer 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 Insurer fails to comply with any final decision reached as a result of arbitration proceedings

pursuant to “Dispute Settlement” Clause GCC;

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

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

(f) if the Insurer, 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 investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb)acts intended to materially impede the exercise of the Trust's inspection and audit rights provided for under Sub-Clause.10 "Insurer's Responsibilities" GCC.

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

.3

Termination by the Insurer: The Insurer 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 GCC clause, terminate this contract;

(a) If the Trust fails to pay any money due to the Insurer pursuant to this Contract and not subject to dispute settlement pursuant to "Dispute Settlement" GCC Clause within forty-five(45) days after receiving written notice from the insurer that such payment is overdue;

(b) 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 Insurer may have subsequently approved in writing) following the receipt by the Trust of the Insurer's notice specifying such breach;

(c) If, as the result of Force Majeure, the Insurer is unable to perform a material portion of the Service for a

period of not less than sixty(60) days; or

(d) 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 Insurer’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 22.16 (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 Insurer 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 Insurer, the Insurer 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 Clauses GCC 19 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	<p>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.</p>
.2	<p>Introducing a Change: Trust shall have the right to propose, and subsequently require, the Project Manager to order the Insurer 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 Insurer</p>
.3	<p>The Insurer 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 Insurer 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 Insurer.</p>
.4	<p>Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the Insurer 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.</p>
.5	<p>Assignment: Neither the Trust nor the Insurer 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 thereunder, except that the Insurer shall be</p>

entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

D. PAYMENT

Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.1	The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
.2	<p>The Contract Price shall be a firm lump sum not subject to any alteration, except in accordance with the price adjustment formula (if any) specified in the SCC.</p> <p>The contract price shall consist of a premium amount not subject to any alteration and an administrative cost ceiling also not subject to any alteration.</p>
.3	The Insurer shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

Clause No.	18
Clause Heading	Payment Terms
Sub-Clause No.	
.1	<p>The Insurer'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 Insurer. 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 Insurer 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 in a court of law or arbitration award.</p>
.4	<p>Mode of Billing and Payment: Billings and payments in respect of the services shall be made as follows:</p> <p>(i) Administrative cost payments:</p> <p>(a) The Trust shall cause to be paid to the Insurer an advance payment as specified in the sub-clause .2 of "Securities" Clause GCC, and as otherwise set forth below.</p> <p>(b) The Insurer shall submit deliverables as per the Implementation schedule in Appendix-2, 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</p>

materials, of the amounts payable pursuant to this Clause GCC for such payment. Each such statement shall show the unit rates and quantities performed as defined in the contract terms.

- (c) The Trust shall cause the payment of the Insurer'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 Insurer, 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 Insurer 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 Insurer specifying in detail deficiencies in the services and/or the final deliverables or final statement. The Insurer 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 Insurer to the Trust within thirty (30) days after receipt by

the Insurer of notice thereof. Any such claim by the Trust for reimbursement must be made within twelve (12) calendar months after receipt by the Trust of the final deliverables and a final statement approved by the Trust in accordance with the above.

(ii) Insurance premium:

(a) The insurance premium shall be paid as specified in sub clause .1 of this clause GCC.

(iii) General:

(a) All payments under this contract shall be made to the accounts of the Insurer specified in the **SCC**.

(b) Other conditions relating to payments shall be as specified at **SCC**.

.5

Suspension

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

.6

Refund

The insurance cover shall be triggered the moment expenditure under the scheme exceeds the budget. Any premium paid to the insurer which remains unutilized due to the actual expenditure incurred being less than the sum of budget and premium shall be refunded to the Trust as specified in the **SCC**.

.7

Administrative Cost

The insurer shall be allowed such amount as specified in **SCC** towards its administrative cost under the scheme.

Clause No.	19
Clause Heading	Securities
Sub-Clause No.	
.1	<p>Issuance of Securities</p> <p>The Insurer shall provide the securities specified below in favour of the Trust at the times and in the amount, manner, and form specified below.</p>
.2	<p>Advance Payment Security</p> <p>(a)As specified in the SCC, the Insurer shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.</p> <p>(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 Insurer 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 Insurer immediately after its expiration.</p>
.3	<p>Performance Security</p> <p>(a)The Insurer 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.</p> <p>(b)The security shall be a bank guarantee in the form provided in the Appendix-5, or it shall be in another form acceptable to the Trust.</p> <p>(c)The security shall automatically become null and void once all the obligations of the Insurer under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the</p>

period. The security shall be returned to the Insurer 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 Insurer.

Clause No.

20

Clause Heading

Taxes and Duties

Sub-Clause No.

.1

For Goods or Services supplied locally, the Insurer 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 Insurer, the Trust shall use its best efforts to enable the Insurer 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 Insurer, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

E. RESPONSIBILITIES

Clause No.	21
Clause Heading	Insurer's Responsibilities
Sub-Clause No.	
.1	Unless otherwise expressly limited in the SCC or Requirements, the Insurer'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 Insurer 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 Insurer 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 insurer of the related service area, or in accordance with best industry/academic practices. In particular, the Insurer 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 Insurer shall always act, in respect of any matter relating to this contract or to the services, as a faithful insurer 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 Insurer 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 Insurer 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 Insurer relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The Insurer 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 Insurer 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 24.3) 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 GCC.
- .6** The Insurer 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 Insurer shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Trust under GCC Clause 23.4 and that are necessary for the performance of the Contract.

- .7** The Insurer 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 Insurer. The Insurer 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 Insurer or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 23.1. The Insurer 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 Insurer shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all labour laws and regulations pertaining to the employment of labor.
- .10** The Insurer shall permit the Trust and/or persons appointed by the Trust to inspect the Insurer's offices and/or the accounts and records of the Insurer 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 Insurer'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

Any publicity by the Insurer in which the name of the Trust is to be used shall be done only with the explicit written permission of the Trust.

.12

Duplicate Payments

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

.13

Procurement Rules of Government

If the Insurer as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the Insurer 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 Insurer in the exercise of such procurement responsibility shall be to the account of the Trust.

.14

Insurer and Affiliates not to engage in certain Activities

The Insurer agrees that, during the term of this contract and after its termination, the Insurer and any entity affiliated with the Insurer, 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 Insurer shall not engage, and shall cause their Personnel as well as their subcontractors and their personnel not to engage, either directly or indirectly, in any of the following activities:

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

Accounting, Inspecting and Auditing

The Insurer

- (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),
- (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 same and make copies thereof as well as to have them audited by auditors appointed by the Trust;
- (iii) handover to the Trust or its designated representative upon the expiration or termination of this Agreement all the transaction information in the form of manual or electronic records, generated during the execution of this Agreement; and
- (iv) shall have all the accounts related to services provided under this agreement audited after every 3 months by a reputable third party auditor and submit such audit report to the Trust within 14 days of the receipt of the audit report.
- (v) shall ensure that the Trust, and authorised officials of the Trust, are provided unrestricted access to the Project Office round the clock. The Trust's official, who has been authorized by the Trust in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Insurer and verify the records relating to the Project for his / her satisfaction.

.17

Insurer's Action requiring Trust's prior Approval

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

- (a) Appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the services, it being understood

- (i) that the selection of the subcontractor and the terms and conditions of the subcontract shall have been approved in writing by Trust prior to the execution of the subcontract, and

- (ii) that the Insurer shall remain fully liable for the performance and the security by the subcontractors and its personnel pursuant to this contract.

.18

Equipment and materials furnished by the Trust

Equipment and materials made available to the Insurer by the Trust, or purchased by the Insurer 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 Insurer 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 insurer 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 Insurer responsibilities, if any, are as stated in the **SCC**.

Clause No.	22
Clause Heading	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 Insurer, 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 24.3) 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” GCC Clause.
.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 Insurer, the Trust shall use its best endeavors to assist the Insurer 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 Insurer or Subcontractors or the personnel of the Insurer or Subcontractors, as the case may be, to obtain.
.5	The Trust will designate appropriate staff for the training courses to be given by the Insurer 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 Insurer has, free of charge,

unimpeded access to all required facilities as specified **in SCC** of 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 Insurer, 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 Insurer or directly under the Insurer as specified in **SCC**

.9

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 Insurer's proposal/bid, the Insurer 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 Insurer and submitted to the Trust in the format and frequency specified in the Requirements.
.3	The Insurer shall formally present to the Trust the Project Plan in accordance with the procedure specified in the SCC.
.4	The Insurer 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

Design and Specifications

(a)The Insurer shall execute the basic and detailed design 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.

The Insurer shall be responsible for any discrepancies, errors or omissions in the specifications, designs, methodologies, drawings, and other documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Insurer by or on behalf of the Trust.

(b)The Insurer shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Trust, by giving a notice of such disclaimer to the Project Manager.

.2

Standards

Wherever references are made in the Contract to 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 Insurer 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 Scheme 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 Insurer with its approval endorsed on the document or shall notify the Insurer 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 Insurer 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 Insurer 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 Insurer 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 Insurer 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 Insurer, shall not relieve the Insurer 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 Insurer by or on behalf of the Trust.

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

.4

Inspections: The Trust or its representative shall have the right to inspect and/or test any of the ongoing works/activities, as specified in the Requirements, at the any location, provided that the Trust shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

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

.2 **Description of Personnel**

(a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service of each of the insurer 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.

(b) If required to comply with the provisions of sub-Clause .3 “Insurer’s Responsibilities” Clause GCC, adjustments with respect to the estimated periods of engagement of the Key personnel set forth in Annexure 3 may be made by the Insurer by written notice to the Trust, provided

(i) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

(ii) That the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price set forth in “Price clause GCC of this Contract. Any other such adjustments shall only be made with the Trust’s written approval.

(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 insurer 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 GCC of this Contract.

.3

Approval of personnel

The key personnel and subcontractors listed by title as well as by name in Appendix 3 hereby approved by the Trust. In respect of other key personnel which the Insurer proposes to use in the carrying out of the services, the Insurer shall submit to the Trust for review and approval a copy of their biographical data. If 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.

.4

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 Insurer it becomes necessary to replace any of the personnel, the Insurer shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If 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 Insurer 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.

.5

Working Hours, Leave, etc.

- (a) Working hours and Holidays for personnel are set forth in Appendix 4 hereto.
- (b) Except as specified in Appendix 4, the Insurer's administrative cost payments shall be deemed to cover the cost of back stopping. All leave to be allowed to the personnel is included in the administrative cost payable to the insurer. Any taking of leave by personnel shall be subject to the prior approval by the Insurer who shall ensure that suitable alternative is deployed in his/her place, and the absence for leave purposes will not delay the progress and adequate provision of the services

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

GCC Clause 1

No.

Clause Heading Definitions

Sub Clause No.

.1 (b) (iii) The Trust is: Aarogyasri Health Care Trust (a fully owned entity of Government of Andhra Pradesh).

.1 (b) (iv) The Project Manager is: *[insert: name and/or the official title of Project Manager]*.

Note: If the Project Manager is not named in time for the preparation of the Bidding Documents, he/she must be named within fourteen days of the Effective Date as specified in Article 3 of the Contract Agreement, see also GCC Clause 3.2.

.1 (b) (vi) The Insurer's Representative is:

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

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

In accordance with GCC Clause 4.3, the insurers' addresses for notices under the contract are:

Address of the Supplier's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Supplier: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile,*

electronic mail, and/or EDI addresses.]

.1 (e) (i) The Project Site(s) is/are: *[insert: identity of site, street address, and city, or insert: “as specified in the Implementation Schedule in the Requirements Section”]*.

.1 (e) (vii) 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.*

.1. (e) (ix) The Post-Warranty Services Period is *[insert: number of months]* starting with the completion of the Warranty Period.

GCC Clause No. 3

Clause Heading Representatives

Sub-Clause No.

.1 There shall be no joint venture.

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

.3 **Insurer’s Representative’s Extensions and/or Limitations:**

Clause No. 4

Clause Heading Notices

Sub-Clause No.

.3 **Trust:**

Address of the Project Manager: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Trust: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Address of the Insurer's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Insurer:

Fallback address of the Insurer: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

GCC Clause No
Clause Heading
Sub-Clause No.
.2

5
Dispute Settlement

Arbitration:

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

Disputes shall be settled in accordance with the following provisions:

(i) If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute

to their respective higher authorities the Chief Executive Officer, Trust and the Chief Executive Officer of the Insurer Organization/Company or a substitute thereof for amicable settlement.

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

(ii) Arbitration

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

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

The Insurer and the Trust agree that an Award may be forced against the Insurer 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 hereunder.

(iii) Miscellaneous

In any arbitration proceeding hereunder:

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

GCC Clause No
Clause Heading
Sub-Clause No.

6
Copyright, Confidential Information, and Ownership

.1 **Copyright conditions**(if any):

.2 ***Persons, topics, and conditions for which the confidentiality clause does not apply.***

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 Insurer and its Services.

.8 Survival beyond three (3) years if any: Patient health related data shall remain confidential irrespective of time and other information shall be kept confidential for ten (10) years.

.9 **Ownership:** Restriction about the future use, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Purchaser.

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

GCC Clause **7**

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

Clause No

2. **Triggering of Liquidated Damages:**

(a) Liquidated damages: 0.5% /week subject to a maximum of 5% and calculated based on the Implementation Schedule.

GCC Clause No. **12**

Clause Heading **Insurances**

Sub-Clause No.

.1(a) The Insurer 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.

C. Term, Termination and Modification of Contract

Clause No. 14

Clause Heading Term

Sub-Clause No.

.1 Effectiveness conditions:_____

.2 Commencement of Services: The Insurer shall commence services within: [*insert: number*] of days from the Effective Date, unless otherwise agreed by the Parties.

Clause No. 15

Clause Heading Termination

Sub-Clause No.

.1 Expiration of Contract and extension

The contract shall terminate at the end of: Twelve (12) months from the Effective Date. The insurance coverage under the scheme shall be in force for a period of one year from the date of commencement of the policy i.e., from 00:00 hours of dd/mm/20xx to dd/mm/20xx.

.4 Termination of Contract for Failure to Become Effective: The time from the date of signing of contract shall be thirty (30) days.

D. PAYMENT

GCC Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.2	Price adjustment formula: None.
GCC Clause No.	18
Clause Heading	Payment Terms
Sub-Clause	
.1	<p>Subject to the provisions of GCC Clause (Terms of Payment), the Trust shall pay the Contract Price to the Insurer according to the manner specified below.</p> <p>Premium Payment: [monthly/ quarterly/ half yearly] premium shall be paid at the beginning of the period.</p> <p>The first such payment shall be made before the expiry of 45 days after commencement of the contract period. The last such payment shall be made after reconciling the refund if any.</p> <p>Administrative cost payment: Payments shall be made monthly as per the unit rates specified in the price schedule (Appendix 6).</p>
.3	There shall not be any interest on delayed payment.
.4(e)	Account details of the Insurer:
.4(f)	Other conditions
	Nil
.5	Process of Suspension: The Trust shall issue a notice consequent

upon which the insurer shall rectify the failure within 30 days.

- .6** Refund: Ninety percent (90%) of the unutilized premium, after making provision for unsettled claims, at the end of three months after the expiry of the “**Run-off**” period shall be refunded to the Trust and only ten percent (10%) will be retained by the insurer.

GCC Clause No. 19
Clause Heading Securities
Sub-Clause No.

.2(a) Advance Payment Security

The Insurer 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 19.1 above.

- .2(b)** The reduction in value and expiration of the Advance Payment Security: *Not applicable.*

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

- .3(d)** **Not applicable**

E. RESPONSIBILITIES

GCC Clause No.	21
Clause Heading	Insurer's Responsibilities
Sub-Clause No.	
.1	Limitation of Obligations: None
.16	Accounting, Inspecting and Auditing
	Specific bases: None

Other Insurer responsibilities:

- (i) For a period of two years after the expiration of this contract, the Insurer shall not engage, and shall cause their sub contactors as well as their and their personnel not to engage, in the performance (directly or indirectly) of the services on which they advised the Trust under this contract, nor in the role of an adviser (directly or indirectly) of potential of such services. The Insurer also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities

- (ii) **Regular review meetings:** The Parties hereto hereby agree that there shall be regular review meetings held between the representatives of the Trust and that of the Insurer at the District level and at the State level to discuss the performance/administration of the Insurance Scheme. The agenda and issues to be discussed would be mutually decided between the parties. The minutes of the meeting at the district level and at State level shall be drawn and a copy shall be forwarded to Trust. The insurer shall also put in place a mechanism of their own to monitor the scheme on a real time basis. Detailed reports on the progress of the Scheme and issues if any emerging out of such meetings shall be reported to the Trust. The composition of the monitoring committees shall be decided at the time of signing of the Agreement.

- (iii) **Trainings:** The insurer shall arrange workshops for the capacity building of the staff engaged by the insurer for this purpose, to the officials of Trust and other Government Officials and other stake holders in this health insurance scheme.

- (iv) **Management Information Systems (MIS) Service:** The Insurer shall provide management information system reports regarding the enrolment, admission, pre-authorization, claims settlement and such other information regarding the Services as required by the Trust. The reports shall be submitted by the Insurer to the Trust on a regular basis as and when required.

- (v) **Trust Web Portal:** The Insurer shall set up a dedicated Call Centre on the existing Toll Free Help Line in local language and English under the Trust Web Portal for purposes of handling queries related to benefits and operations of the scheme, including information on Providers, claim status information, individual account balances, and any other information required by the Trust related to the scheme.

- (vi) **Additional Benefits provided By the Insurer:** The Insurer shall provide the following additional benefits /services, free of cost (without any increase in the Annual Insurance Premium amount payable to the insurer by the Trust) to the beneficiaries under the scheme. **(Refer Annexure –)**

GCC Clause No.	22
Clause Heading	Trust's Responsibilities
Sub-Clause No.	
.6	Details of Access to Facilities:
.7	Details of Counter Personnel and their command:
.9	Other Trust responsibilities:

F. SUBJECT OF CONTRACT

Clause No.	23
Clause Heading	Project Plan
Sub-Clause No.	
.1	Project Plan shall be Annexure-2.
.2	<p>The Insurer shall submit to the Trust the following reports: [state “none,” or specify, for example:</p> <p>(a) <i>Monthly (Quarterly) progress reports, summarizing:</i></p> <ul style="list-style-type: none">(i) <i>results accomplished during the prior period;</i>(ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i>(iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i>(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i>(v) <i>resources that the Insurer expects to be provided by the Trust and/or actions to be taken by the Trust in the next reporting period;</i>(vi) <i>Other issues or potential problems the Insurer foresees that could impact on project progress and/or effectiveness.</i> <p>(b) <i>Monthly report on adherence to SLAs</i></p> <p>Note: Other reports may be needed to monitor Contract performance/progress, for example:</p> <p>(*) <i>intermediate analysis reports]</i></p>

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	Standards:
.2	<p>The Quality Standards adopted shall be :</p> <p>(i) Medical protocols as prescribed by the Trust.</p> <p>(ii) Procedures as prescribed by the Trust manuals and guidelines from time to time.</p> <p>(iii) Standard medical practices.</p>
.3	<p>Approval/Review of Technical Documents by the Project Manager</p> <p>The list of documents shall be:</p> <ol style="list-style-type: none"> 1. Project Plan. 2. All the Third Party Agreements to be entered into by the insurer 3. Monthly details of staff deployment. 4. Change requests for online work flows. 5. Document containing personnel replacements.
.4	<p>Acceptance Certificate Issuance Details:</p> <p>Against every deliverable the Trust shall issue an acceptance certificate within 14 days or a notice pointing out the defects in the deliverable. Any rectification pursuant to the notice shall be completed within 7 days.</p>

APPENDIX 1

THE WORK

[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 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 AND SUBCONTRACTORS

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

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

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

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

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

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

APPENDIX 4

HOURS OF WORK FOR KEY PERSONNEL AND SERVICE LEVEL AGREEMENT

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

APPENDIX 5

Performance Security Form (Bank Guarantee)

[Insert: 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 Insurer]* (hereinafter called "the Insurer"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Insurer, 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 Insurer 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 Insurer, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s)¹ 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)]

Advance Payment Security Form (Bank Guarantee)

¹ The Trust shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 19.3.1 and 19.3.4 respectively.

² In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 19.3. However, if the SCC for GCC Clauses 19.3.1 and 19.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, needs to be adjusted to precisely reflect the provisions specified in the SCC.

[insert: 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 Insurer]* (hereinafter called "the Insurer"). 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 Insurer against an advance payment guarantee.

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

For each payment after the advance payment, which you will make to the Insurer 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 19.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

APPENDIX-6
PACKAGES AND PRICES