

SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

PART-I

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(g) “GC” mean these General Conditions of Contract.</p> <p>(h) “Government” means the Government of India including UIDAI.</p> <p>(j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p>
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	<p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India.</p> <p>(r) “UIDAI” means Unique Identification Authority of India.</p> <p>(s) “In writing” means communication in written form with proof of receipt.</p> <p>(t) “Document” means the Aadhaar Document</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to

	such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6 Location	The Services shall be performed at such locations, as the Purchaser may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Supplier and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p>

	<p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
1.9.2 Measures to be taken by the Purchaser	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
1.9.3 Commissions and Fees	<p>(a) Purchaser will require the successful Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a</p>

	<p>word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective-ness of Contract	This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	
2.2 (a) Termination of Contract for Failure to Become Effective	If the selected supplier is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI
2.2 (b) Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.
2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than 30 days after signing of the Contract.

2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>

	(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
2.7.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <ol style="list-style-type: none"> (i) immobilize, or (ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. <p>(d) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8 Suspension	The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its

	obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.
2.9 Termination	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (l).</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Supplier fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of</p>

	<p>services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>(h) If the Supplier has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Supplier fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Supplier found :</p> <p>(i) Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p>(ii) Provided incorrect information to UIDAI.</p> <p>(iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
2.9.3 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;</p>

	<p>(iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and</p> <p>(iv) any right which a Party may have under the Law.</p>
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(i) to K(iii) and 1 or 2.9.2, remuneration pursuant to Clause GC 6.3(c)(i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</p>
2.9.6 Disputes about Events of Termination:	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>

2.10 Extension of Contract	The contract may be extended for a period as required by the Purchaser based on mutual agreement.
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3. OBLIGATIONS OF THE SUPPLIER

3.1 General	
3.1.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
3.2 Suppliers Not to Benefit from Commissions, Discounts, etc.	a) The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this Contract or the Services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.
3.3 Prohibition of Conflicting Activities	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a) The Supplier shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the supplier for the discharge of services.
	b) The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.

	c) The Supplier shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.
3.4 General Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.5 Insurance to be Taken Out by the Supplier	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6 Accounting, Inspection and Auditing	<p>(a) The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Supplier.</p>

3.7 Sub-contracting	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.
3.8 Reporting Obligations	The Supplier shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.10 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data, information, documents provided by the Purchaser to the Supplier is the property of the Purchaser. The Supplier shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Supplier shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Supplier shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Supplier shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) The Supplier would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.</p> <p>(f) The Purchaser reserves the right to carry out third party Audits of the Supplier to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of Supplier shall fall under the 'Unlimited liability' to the Supplier.</p>

3.11 Equipment & Materials Provided by the Suppliers	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
3.13 Assignment	The Supplier shall not assign, in whole or in part, any of their obligations under this Contract to any other person or firm other than as specified in the Bid.

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the Purchaser, the Supplier shall ensure that at all times during the Supplier's performance of the Services a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Supplier and Personnel any such other assistance as may be specified in the SC.</p>
5.2 Change in the applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the Purchaser reserves

	the right to negotiate with the Supplier.
5.3 Services, Facilities and Property of the Purchaser	<p>(a) The Purchaser may make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Scope of Work at the times and in the manner required for the efficient discharge of obligations by supplier.</p> <p>(b) In case that such services, facilities and property is not made available to the Supplier, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services.</p>
5.4 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.
5.5 Counterpart Personnel	<p>(a) If required, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice, if specified in Scope of Work.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is in-consistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE SUPPLIER

6.1 Payment for Services	<p>(a) The supplier while raising the monthly bill shall submit along with the bill, a 'Self Certificate' to the effect that against the <number> of documents received from the printer (i) <number> of documents have actually been delivered at the given addresses, (ii) <number> of documents have been held for later delivery & (iii) <number> of un-delivered documents have been returned/delivered at the address specified by UIDAI.</p> <p>(b) The payment will be calculated after multiplying the documents delivered and documents returned to UIDAI during the period with Discovered Rate.</p> <p>(c) The amount payable shall be finalized after taking into account the Penalties and Exemptions and other statutory deductions of Income Tax etc, if any and as applicable.</p> <p>(d) The Purchaser shall make the payment within 45 days of receiving the invoice from the Supplier subject to reconciliation of claim and actual targets achieved.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees.</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>(d) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.</p>

7. GOOD FAITH

7.1 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.
7.2 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. GOVERNING LAW AND DISPUTE RESOLUTION

Settlement of Disputes	<p>8.1 The performance of contract, in all respect shall be governed by and construed in accordance with the laws of India.</p> <p>8.2 Any dispute of whatever nature, which arises out of, in relation to or otherwise connected with :</p> <p>8.2.1 the interpretation or effect of ;</p> <p>8.2.2 the validity, enforceability or rectification (Whole or in part) of ;</p> <p>8.2.3 the respective rights or obligations of the parties and/or 8.2.4 a breach (including a breach of any representation and warranty and/or the materiality thereof and or the amount of compensation payable in order to remedy of such breach and or the breach or failure to comply with any covenants or undertakings contained herein) or the termination or cancellation of the contract or in regard to whether either party have unreasonably withheld it approval or consent under circumstances in which it may not do so; shall be dealt with in accordance with succeeding provisions of this clause.</p>
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	<p>(All disputes arising out of the reasons mentioned herein above shall be collectively referred to herein after as “Dispute(s)”.</p>
8.3	All disputes shall at the first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other party a written request for such consultation.
8.4	if the parties are unable to resolve the dispute in question within 30 days of the commencement of the negotiations in terms of above clause then the dispute shall unless the parties otherwise agree in writing be referred for determination in accordance with the remaining provisions of this clause.
8.5	the dispute shall be referred to arbitration in accordance with the provision of Indian Arbitration and Conciliation Act.
8.6	the arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.
8.7	the reference shall be to a sole arbitrator, to be appointed by the Director General of UIDAI, acting as an appointing Authority, whose decision shall be final and binding on the parties.
8.8	the decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
8.9	the decision to continue of performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
8.10	the parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as after as is possible after it has been demanded.
8.11	the courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.
8.12	all fees for pertaining to arbitration proceedings shall be borne by the parties equally.
8.13	all other costs incurred by the parties shall be borne by the respective parties.

9. LIQUIDATED DAMAGES

9.1	If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
9.3	<p>(a) The liquidated damages shall be applicable as per the details and to the extent as given in Part-II of Section-III</p> <p>(b) Also, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA</p>

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall take all measures to ensure compliance with all applicable laws and shall ensure</p>
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	<p>that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by Parliament and brought into force).</p> <p>(e) The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(f) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

11.1 Limitation of Liability	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p> <p>(c) The Purchaser shall not be liable to the Supplier in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

12.1 Miscellaneous Provisions	<ul style="list-style-type: none"> (i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. (ii) The Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. (iii) The Supplier shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. (iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier (v) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like. (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract. (vii) All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc. (viii) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract or Services provided without a written consent from the Purchaser.
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PART-II**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Supplier:</p> <p>_____</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>
1.6	The Services shall be carried out at the site/s as agreed to by the Purchaser.
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Supplier: _____</p>
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: Within 30 days of signing the contract between the Purchaser and the Supplier.

2.4	The time period shall be: 2 years (24 calendar months).
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party liability insurance, with a minimum coverage of the value of the contract (b) Professional liability insurance, with a minimum coverage of the value of the contract (c) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.
6.2	The amount is in Indian Rupees (INR)
6.3	<p>General terms and conditions of Payment Schedule</p> <ul style="list-style-type: none"> 1) All eligible payments shall be made by the Purchaser in favour of the Supplier 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Supplier shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice subject to reconciliation of claim and targets achieved. 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments

	<p>shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):</p>
8.2 (a)	The Purchaser and/or any Department of Govt. of India.
8.2 (b)	The Arbitration proceedings shall take place at New Delhi, India.