

Notice Inviting Bid

Hyderabad,
24.06.2015

1. Dr.NTR Vaidya Seva invites proposals to provide the services of Staffing on out-sourcing basis in each District unit of 13 Districts of Andhra Pradesh
2. More details on the services are provided in the attached Terms of Reference.
3. A firm will be selected for each District under Least Cost Selection and procedures described in this Bidding documents.
4. The bidding document includes the following parts:

Disclaimers

Volume I – The Work

Volume II –The Bid

Volume III – The Contract

5. Tenders with accompanying documents should be submitted to the address given below by 12.00 hrs (IST) 04.07.2015

Address for submission:

**The Chief Executive Officer,
Dr.NTR Vaidya Seva,
D.No.8-2-293/82a/ahct,Road No.46,
Jubilee Hills,
Hyderabad-500033.**

Contact for queries: Name:

Phone no: 040-23547107

Website :**www.ntrvaidyaseva.ap.gov.in**

VOLUME I

THE WORK

DESCRIPTION OF Dr.NTR VAIDYA SEVA

1. Definitions and Interpretation

In this bid, unless repugnant to the context, the following terms shall have the following meanings:

“Benefit” shall mean the extent or degree of service the Insured Persons are entitled to receive based on tailor made policy.

“Government” shall mean either the Government of Andhra Pradesh (GoAP) or Government of India (GoI).

“Government Authority” shall mean either GoAP or GoI or Dr.NTR Vaidya Seva (Dr.NTRVS) or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to Government and having jurisdiction over the Company, the parties, any shareholder or the assets or operations of any of the foregoing including but not limited to the Insurance Regulatory and Development Authority.

“Health Services” shall mean the health care services and supplies covered under the Policy.

“Hospitalization Services” shall have the meaning ascribed to it for all treatments and other services of network hospital as defined in the scheme.

“Insurer” shall mean the company selected for administering Dr. NTR Vaidya Seva.

“Law” includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government, Government Authority, Court, Tribunal, Board or recognized stock exchange of India, as may be applicable to the Scope and Terms of this Agreement.

“Party” shall mean either the Service Provider or Dr.NTRVS and “Parties” shall mean both the Dr.NTRVS and the Service Provider.

“Services” shall mean all medical health care and ancillary services agreed to be made available by the Service Provider.

“Service Area” shall mean the area within which the Service Provider is authorized to provide services.

Service Provider means one who is identified to provide all the management services under this scheme.

Headings are used for convenience only and shall not affect the interpretation of this scheme.

2. Salient Features of Dr.NTR Vaidya Seva Scheme

2.1 General

i) Name:

The name of the scheme is Dr.NTR Vaidya Seva.

ii) Objective:

To improve access of Below Poverty Line (BPL) families to quality medical care for treatment of identified diseases involving hospitalization, surgeries and therapies through an identified network of health care providers.

iii) Beneficiaries:

The scheme is intended to benefit below poverty line (BPL) population in the State of AP

iv) Eligibility Document:

All eligible families in these districts are provided with below poverty line and white ration cards. These Health Cards/ BPL Ration card data of Civil Supplies department will be basis for identification of Beneficiary under the scheme.

v) Family:

Family means members as enumerated and photographed on the BPL Ration Card. The photograph indicated in the Health Card / BPL Ration Card will be taken as the proof for determining the eligibility of the beneficiary.

vi) Enrolment:

GOAP / Trust will provide the details of each BPL family covered under the Scheme through the Health Card/ BPL Ration Card. This Health Card / BPL Ration Card will be a part of enrolment / identification for availing the health service facility.

2.2 Coverage

i) In-Patient: The scheme would provide coverage for 1044 surgeries / therapies for identified diseases in 31 speciality/systems through Trust Scheme.

ii) Pre and Post hospitalisation requirement:

From date of reporting to hospital up to 10 days from the date of discharge from the hospital shall be part of the package rates. In case of Kidney Transplantation the postoperative care under package has to extend to 1 year.

2.3 Empanelment

2.3.1 Network Hospitals: Hospital / Nursing Home means any institution in Andhra Pradesh established for indoor medical care and treatment of disease and injuries and should be registered under Andhra Pradesh Private Allopathic Medical Establishments (Registration & Regulation) Act and Pre-Conception and Pre-Natal Diagnostic Techniques Act (Wherever Applicable).

2.3.2 Infrastructure and Service:

The network hospitals shall have the following.

- a) Should have at least 50 inpatient medical beds with adequate spacing and supporting staff as per norms.
- b) Should have Separate Male and Female General Wards.
- c) Fully equipped and engaged in providing Medical and Surgical facilities for the respective specialties.
- d) In-house round the clock basic diagnostic facilities for bio-chemical, Pathological and Radiology tests such as Calorimeter/ Auto analyzer, Microscope, X-ray, E.C.G, USG. etc.
- e) Fully equipped Operation Theatre of its own wherever surgical operations are carried out with qualified nursing staff under its employment round the clock.
- f) Post-op ward with ventilator and other required facilities.
- g) ICU facility with requisite staff.
- h) Fully qualified doctor(s) of modern medicine should be physically in charge round the clock.
- i) Casualty / duty doctor / appropriate nursing staff.
- j) Availability of Qualified / trained paramedics.
- k) Round the clock availability of specialists in the concerned specialties and support fields within short notice.
- l) Shall be able to facilitate round the clock advanced diagnostic facilities either In-House or with Tie-up with a nearby Diagnostic Center.
- m) Shall be able to facilitate round the clock Blood Bank facilities either In-House or with Tie-up with a nearby Blood Bank.
- n) Shall be able to facilitate round the clock Ambulance facilities either own or with Tie-up with a nearby facility.

- o) Maintaining complete record as required on day-to-day basis and is able to provide necessary records of the insured patient to the Insurer or his representative as and when required.
- p) Having sufficient experience in the specific identified field.
- q) Shall have all necessary infrastructure required for preauthorization round the clock.

2.3.3 Empanelment for Specific Procedures

i) Cancer Therapy:

Services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist; equipment for Cobalt therapy, Linear accelerator and Brachy therapy for Cancer Surgeries, Chemo and Radio-Therapies; are required. A combination of both professionals and the equipment is essential for empanelment.

ii) Cochlear Implant Surgery:

Services of Qualified and Trained ENT Specialist in Cochlear Implant Surgery and Auditory Verbal Therapist are needed.

iii) Poly Trauma: The hospital shall have

- Emergency Room Setup with round the clock dedicated duty doctors of Modern Medicine.
- Round the clock anesthetist services.
- Ability to provide round the clock services of Neuro-surgeon, Orthopedic Surgeon, CT Surgeon and General Surgeon, Vascular Surgeon and other support specialties.
- Dedicated round the clock Emergency theatre, Surgical ICU, Post-Op Setup with qualified staff.
- Ability to provide necessary cashless diagnostic support round the clock including specialized investigations such as CT, MRI, emergency biochemical investigations.

iv) Guidelines for Empanelment of specialties

- The insurer needs to empanel the hospitals separately for these phases for specialty services based on infrastructure available and as per the conditions laid down below:
- For cancer treatment, hospitals having fully qualified professionals (Medical Oncologist, Radiation Oncologist and Surgical Oncologist – all or either) and equipment (Cobalt therapy Unit, Linear accelerator and Brachy therapy unit – all or either) need to be empanelled. A combination of both professional and the equipment is essential.

- Economy protocols with packages devised by the Trust should be adhered to.
 - Deviations in protocol for high cost therapy beyond package will be allowed only after scrutiny by a technical committee.
 - The hospital shall follow the mechanism devised to ensure that chemotherapy drugs are physically administered, by quoting batch no., labelling of the drugs and attaching empty vials to the bills.
 - The hospital should have services of trained ENT Surgeon for Cochlear Implant Surgery and Auditory Verbal Therapist for empanelment for Cochlear Implant Surgery. Separate guidelines issued in this regard by the Trust shall be strictly adhered to.
 - The hospital should have full time services of qualified plastic surgeon with requisite infrastructure for corrective surgeries for post-burn contractures.
 - The hospital should have full time services of Paediatric Surgeons for surgeries for congenital malformations in children.
 - The hospital shall have full time services of Orthopaedic Surgeon to be empanelled to provide prostheses package under the scheme.
 - Hospital shall facilitate supply, fitting of appropriate prosthesis and gait training of patient by physiotherapist.
 - Hospital shall ensure that an appropriate prosthesis is prescribed based on occupation of the person and standard prosthesis is supplied as per quality norms of BIS (Bureau of Indian Standards).
 - Hospital shall also facilitate free replacement of leather parts and ensure total replacement of Prosthesis in case of damage during guarantee period of 3 years.
- The conditions laid down at para 2.6 are common for all hospitals and shall be strictly adhered to while empanelling the hospitals.

2.3.4. Additional services to be provided by the Network Hospitals:

- a) Provide space and separate Dr.NTR Vaidya Seva counter/kiosk as per the design for Aarogya mithras (Health Coordinators).
- b) Provide Computer with networking (dedicated broadband with minimum 2 mbps speed), printer, webcam, scanner, bar code reader, biometrics, digital camera and digital signatures.
- c) Provide free food for the patient and also provide transport / transportation charges for patient on discharge as per APSRTC rates to his place of residence.
- d) Free OPD consultation with separate Dr. NTR Vaidya Seva OP.

e) Free diagnostic tests irrespective of surgeries/procedures shall be provided and medical treatment required for beneficiaries irrespective of the procedure shall be given. There shall not be any cash transaction for Dr.NTR Vaidya Seva patients.

2.3.5. Special functionaries to be provided by the network hospitals:

MEDCO : The network hospital shall Provide the services of a dedicated Medical Officer to work as Medical Coordinator (MEDCO) for the scheme and he will be responsible to the Trust and the Insurer for doing various activities under the scheme including Health Camps, Follow-up of referred patients from camps, diagnosis, out-patient details, e-Preauthorization, Surgeries, Feedback on the patient's condition and services offered by the hospital during hospital stay of the patients, discharges, deaths if any, follow-up free consultation of the patients and distribution of medicines after discharge etc. The Trust shall facilitate CUG (Closed User Groups) Connection to all MEDCO s, NAMs, Net leads.

Health camps: Health Camps are conducted in all Mandal Head Quarters, Major Panchayats and Municipalities by the PHCs. The cost of health camp is reimbursed by the Trust as per existing guidelines to the PHCs. The Trust shall facilitate CUG (Closed User Groups) connection to all PAMs and Div leads.

2.4. Empanelment Procedure and Disciplinary proceedings

i. Empanelment

Empanelment and Disciplinary Committee (EDC) under the chairmanship of Chief Medical Auditor of the Trust will ensure that the hospital is having adequate infrastructure, man power, equipment etc., as per the standards listed for empanelment of hospital under the scheme. Further the online empanelment process is followed in the empanelment procedure.

ii. Disciplinary actions and De-listing

On recommendation by the Empanelment and Disciplinary Committee various disciplinary actions against Network Hospital including **De-listing** from the empanelment if it is found that guidelines of the Scheme are not followed by it and services offered are not satisfactory as per laid down standards, are taken. Hospital may also be delisted or de-empanelled if infrastructure in the hospital is found below the standards laid down by Trust any time during the policy period.

2.5 Medical Audit:

The success of the scheme rests on ensuring that all the stakeholders adhere to the highest level of medical ethics. The Insurer will appoint enough number of staff who give pre-authorization support to Trust. The Service Provider shall also recruit staff to attend to complaints from beneficiaries directly or through Aarogya mithras for any deficiency in services by the hospitals and also to ensure proper care and counselling for the patient at network hospital by coordinating with Aarogya mithras and hospital authorities.

2.6 Enrolment Procedure

The enrolment of the beneficiaries was done based on the BPL list furnished by the State Government. The beneficiary or the eligible person of the family shall be entitled for cashless treatment for identified diseases in designated hospitals on verification of his BPL status at the Network Hospital electronically through the Trust portal.

2.7 Cashless Service

The Service Provider has to facilitate all the Beneficiaries in enjoying adequate facilities and treatment without the need to pay any deposits right from the entry into the hospital, the commencement of the treatment, the end of treatment till the expiry of 10 days post discharge, for all the procedures covered under the Dr.NTR Vaidya Seva. It is envisaged that for each hospitalization the transaction shall be cashless for covered procedures. Enrolled BPL beneficiary will go to hospital and come out without making any payment to the hospital subject to procedure covered under the scheme. The same is the case for diagnostics if eventually the patient does not end up in doing the surgery or therapy.

2.8. Pre-Authorisation:

The preauthorization support will be given by the service provider to Trust. The Trust will have necessary specialists to evaluate cases. The final decision on all the pre-authorizations rests with the CEO of the Trust.

24-hr e-Preauthorisation: The Company should place staff at the Trust office at Jubilee Hills, NIMS and KOTI for the purpose. The pre-authorizations will be done through the existing dedicated web portal of the Trust. All requests for pre-authorizations shall be accompanied by required non-medical and medical electronic records, sent to the Trust through the web portal for authorization. The application software, hardware and data centre relating to the IT backbone of AHCT will be maintained by the Trust. The pre-authorization

has to be done round- the-clock in coordination. The preauthorization team shall have all the required staff.

2.9.Claims

The beneficiaries would be identified by the white ration card (BPL card) at the PHC / Government Hospital level/ Dr.NTR Vaidya Seva Assistance Counters in the network hospital. A self-declaration by the beneficiary / patient prior to hospitalization for the covered treatment that he does not belong to any of the excluded categories will be a prima-facie evidence of coverage. The BPL family member may be referred to Network Hospital by Doctors at referral points. The treatment will be cashless for all the covered procedures. The trust will make payment of the claims directly to the hospital within 7 days of the receipt of all documents. The cost of various tests conducted on BPL family members who ultimately do not undergo surgery, will not be included in the insurance cost. However Insurer will ensure that such tests are done free of cost to the patient. The claims procedure will be carried on the electronic platform of the Trust portal. The payments to the hospitals will be made online through electronic clearance. The processing of the claims will be handled by the Trust with the support of Service Provider. The claims procedure will be undertaken as detailed below on the Trust electronic platform:

i) Claim Intimation

The Trust shall receive claim intimation from the hospital online in the form as agreed under the scheme. The Trust portal will have reports indicating claim intimations received.

ii) Collection of Claim documents

In case of pre-authorization for the Cashless Service, the Network Hospital will send the claim documents along with the electronic medical records to the Trust via the Trust web portal.

iii) Scrutiny of Claim Documents

The Trust shall scrutinize the claim documents at the initial stage from the stand point of non-medical and medical eligibility criteria with support from Service Provider. Deficiency of any documents shall be communicated to the Hospital within 7 working days. A reminder for the same will again be forwarded to the Network Hospital once every 3 days of first intimation if the deficient documents are not received or are partially received.

iv) Claim Control Number

The claim control number generated by the Trust online system is followed for further reference.

v) Payment of Claims and Claim Turnaround Time

The Trust shall settle all eligible claims and pay the sum to the Network Hospital within seven working days of receipt of the claim.

2.10. Operational Units

There are currently three schemes run by the Trust under Dr.NTR Vaidya Seva covering certain procedures, Trust scheme covering certain procedures, and Journalists scheme covering 1044 procedures. The schemes are integrated seamlessly in such a way that the beneficiary gets the full package of 1044 procedures through a single channel of Aarogya mithra network. The Service provider is expected to coordinate and synchronise all activities.

i. Field Operations Support:

District unit:

District managers (DM) as part of a District team is in-charge of each district and reports to the District Coordinator of the Trust. The district manager monitors Aarogya mithra services, health camps, beneficiary services and trouble shooting. DM oversees the functioning of Aarogya mithras, coordinates with network hospitals, public representatives, district administration under the district collector and other stake holders. The District Manager ensures proper and timely conduct of medical camps as per the schedule given.

State Unit:

The Project team at the Head office Jubilee hills monitors the operations at the district level.

ii. Back Office Support at Trust

Round-the-Clock Pre-authorization wing with specialist doctors for each category of diseases work in the Trust to process the preauthorization within 12 hours of the electronic request by the network hospital on the web portal of the Trust.

Claims settlement wing with required staff work to settle valid claims within 7 days.

IT and MIS wing with required staff ensure that the entire process of back office operations of e-preauthorization, claim settlement, grievance Redressal, and other activities dependent on the Trust portal are maintained on real-time basis.

Under MIS the collection, collation and reporting data on a real-time basis is required. This trust department will also have a subunit with operators who collect hourly information

from the DMs, Net leads, Div leads, PAMs, and NAMs. Based on this the reverse flow of dissemination of information shall also take place. This Trust department generates reports as desired. The department should have capability to analyse the data on real time basis. They shall also use Business Intelligence tools and other statistical frame works for continuous monitoring and shall coordinate with all other departments.

Call Centre The Trust portal has got a call centre module handling all the incoming and outgoing phone calls, grievances received through various means being run by an insurer(s). There exists a toll free phone number for this purpose which will be paid for and serviced by the insurer. The Trust IT wing analyses this work of this Call Centre.

Empanelment wing of Trust with required staff will empanel the hospitals in the network as per the guidelines and monitor the compliance.

Grievance wing monitors the patient and feedback, grievance Redressal

Health Camps and Publicity wing will plan, intimate, implement and follow-up the camps.

2.11 Miscellaneous

i) IT backbone usage

The website of the Trust is the basis for all transactions under Dr.NTR Vaidya Seva.

The website is a repository of information and has the following information/features:

- General Information on the scheme.
- Details of patients reporting and referrals from the PHC/CHC/Government Hospitals/ District hospitals on daily basis.
- e-Health Camps system and daily reporting of health camps.
- Details of patients reporting and getting referred from the health camps.
- Empanelment module.
- Emergency approval system
- Call centre module
- Patient registration module operated by Aarogya mithras in Network Hospitals
- Details of in-patients and out patients in the network hospitals
- On-bed reporting system.
- Preauthorization module
- Surgery details.
- Discharge details.
- Real-time reporting, active data warehousing and analysis system.
- Claims module
- Electronic clearance of bills with payment gateway
- Follow-up of patient after surgery
- Follow-up services.
- Dr.NTR Vaidya Seva Messaging Services.

- Enhancement workflow
- Grievance and Feedback workflow
- Bug Tracking system
- Accounting module
- TDS / Service Tax workflow.
- Death reporting system.
- Biometrics and Digital Signatures
- Analytical tools including BI (Business Intelligence / Service Intelligence)

District Level Committee:

Committee chaired by District Collector with following members will form the grievance Redressal cell at the district level. The decision by the committee is binding except when an appeal to the central committee at the state level is preferred.

Members of the Committee:

2. District Coordinator of the Trust. (Member Convener)
3. District Medical and Health Officer (DM & HO)
4. District Coordinator (DCHS)
5. Superintendent of District Hospital
6. Member from the Technical Committee (Nominated by the Trust)
7. Representative from the Insurance firm

Central Committee:

Committee chaired by Chief Executive Officer of the Trust will entertain all the appeals and grievances at the state level. The decision taken by the Committee will be final and binding on the both parties.

Members of the Committee:

2. Representative of the Trust
3. Technical Committee Member
4. Representative from the Insurance firm

A toll-free number will be made available at Hyderabad where any complaints can be registered. The insurer will keep track of the complaints and report on the action taken to the Central Committee. The beneficiaries can also send e-mail/ fax/ letter to CEO of the Trust/ CMD's Secretariat / Zonal Office of the Insurer. The details of toll-free Numbers/addresses will be made available with PHCs and other Govt. hospitals. A separate setup under the supervision of Executive Director of the Insurer at the Corporate Office will be setup to deal with the grievances.

ii) Coordination: The District unit coordinate implementation of common activities like empanelment of hospitals, planning for camps, registration of patients of various schemes of trust at the network hospitals, etc. under the scheme with the Trust and other Insurers. A Steering Committee under the chairmanship of the CEO of the Trust will oversee these arrangements.

iii) Dr.NTR Vaidya Seva Manual: The Trust publishes detailed Manuals for the Scheme consisting of all the operational guidelines and details of the scheme. This manual gets updated with fresh guidelines. Trust may update and modify these guidelines and operational details as per the requirement of the scheme. All the stake holders have to follow the guidelines and instructions given in the manual while implementing the scheme.

iv) Updating the list of Network Provider: The empanelment of Network Providers will be a continuous process and the Insurer will abide by the instructions of the Trust in this regard.

3. Special Features

3.1 Aarogya mithras (health facilitators):

Since the scheme is unique and having no parallels anywhere in the country, Trust included a strong facilitation mechanism under the scheme not only to guide the beneficiary right from his door step but also to create awareness among rural illiterate poor for effective implementation. Further it was contemplated that the facilitator may be selected among the local populace for effective communication among these rural poor. Accordingly, the concept of ‘Aarogya mithra (A friend of Health)’ was evolved. There are two categories of Aarogya mithras

- i. PHC Aarogya mithras located at PHC’s
- ii. Aarogya mithras with Network Hospitals

The following table shows the indicative number of PHC’s / Government Hospitals where Aarogya mithras are to be placed:

S.No	District	DM	OA	DTL	NTL	NWH Mithras	PHC Mithras	Total
1	Anantapur	1	2	5	3	21	91	123
2	Chittoor	1	2	5	3	61	110	182
3	East Godavari	1	2	6	6	91	141	247
4	Guntur	1	2	4	7	110	87	211
5	Krishna	1	2	5	5	92	85	190
6	Kurnool	1	2	3	3	66	99	174
7	Nellore	1	2	4	2	59	106	174
8	Prakasam	1	2	6	4	31	93	137

9	Srikakulam	1	2	3	1	30	100	137
10	Visakhapatnam	1	2	5	5	90	105	208
11	Vizianagaram	1	2	3	1	30	84	121
12	West Godavari	1	2	4	3	51	85	146
13	Ysr	1	2	5	1	19	87	115
Grand Total		13	26	58	44	751	1273	2165
			Buffer NAMs			42		
						793		

3.2 Role of PHC Aarogya mithras (PAM)

At PHC/CHC/Area Hospital / District hospitals:

a) In The PHC:

- Publicity and awareness.
- Maintenance of helpdesk at PHC.
- Reception of the beneficiary.
- Verification of eligibility criteria.
- Facilitation of consultation with Doctor (PHC Doctor/Nearest Govt. Hospital Doctor).
- Filling up the referral card.
- Guiding the patient to the next centre.
- Counselling the patients who may require any one of the listed surgeries.
- Facilitation of progress either to a Government Hospital for further tests or to a Network Hospital depending upon the advice of the doctor. To guide the patient to the Network Hospital.
- Follow-up of the referred cases.

On the whole he/she has to act as a guide and friend for all the beneficiaries under the Dr.NTR Vaidya Seva Scheme and attend to any work assigned by the Trust from time to time.

b) Outside The PHC:

- To send daily MIS of the patients
- To spread the awareness about the scheme in the villages.
- To spread awareness about the scheduled camps by network hospitals in the villages.
- To coordinate with network hospitals and help conduct camps.
- Mobilize the patients for camps.

- Conducting health camps along with doctors from network hospitals and local Medical Officer. People with all ailments are to be screened in these camps and given drugs free of cost.
- Following up the patients identified in the camp to report to network hospital.
- Coordinate with local PR Bodies, Village organizations (VOs), Samakhya, ANMs, Women Health Volunteers and Self-Help Groups for effective implementation of the scheme.
- Move around the villages and encourage patients to come to avail the benefits of the scheme.
- Educate villagers about the scheme and distribute brochures and other material.
- Report to the Regional Coordinator, Assistant Area Manager, Area Manager.
- Follow up the Beneficiaries before and after Surgery / Treatment.
- To report deaths related to the scheme.
- Any work assigned by the Trust from time to time.

c) In the Area Hospital/CHC/District Hospital:

Apart from the duties enlisted above the Aarogya mithras in Area Hospital and

District Hospitals will:

- Facilitate the Patient for specialist consultation and tests
- Fill up the referral card (part-B) properly
- Counsel the patient
- Any work assigned by the Trust from time to time.

3.3 Role of Network Hospital Aarogya mithras (NAM)

- Maintain Help Desk at Reception of the Hospital.
- Receive the patient referred from (PHC or Network)
- Work round the clock in shifts to cater to the needs of emergencies
- Verify the health card / documents of the patients.
- Obtain digital photograph of the patient.
- Facilitate the Patient for consultation and admission.
- Liaison with coordinator/administration of the hospital.
- Counsel the patient regarding treatment/surgery.
- Facilitate early evaluation and posting for surgery.
- Facilitate hospital send proper pre-authorization.

- Follow-up preauthorization procedure and facilitate approval.
 - Follow-up recovery of patient.
 - Facilitate payment of transport charges as per the guidelines.
 - Facilitate cashless transaction at hospital.
 - Facilitate discharge of the patient.
 - Obtain feedback from the patient.
 - Counsel the patient regarding follow-up.
 - Coordinate with PHC/Government Hospital Aarogya mithras for follow-up of beneficiary.
 - Follow-up the patient referred by the hospital during the camps.
- Coordinate with the Head-Office and Medical officers for any clarifications.
- Send daily MIS
 - Facilitate Network Hospital in conducting Health Camps as scheduled.
 - To report deaths related to the scheme.
 - Any work assigned by the Trust from time to time.

3.4 Training of Aarogya mithras:

Periodic trainings for Aarogya Mithras will be done by the Trust.

3.5 Appraisal System:

Performance of the Aarogya mithras both in PHCs and Network Hospitals shall be assessed periodically with definite performance appraisal system and KPIs electronically.

3.6 End-to-end cashless packages:

For each hospitalization the transaction shall be cashless for covered procedures. Enrolled BPL beneficiary will go to hospital and come out without making any payment to the hospital for the procedures covered under the scheme. The same is the case for diagnostics if eventually the patient does not end up in undergoing any surgery or therapy.

3.7 MEDCO:

A dedicated Medical Officer, Medical Coordinator deployed by the Network hospital, for the scheme and responsible to the Trust and the Insurer for doing various activities under the scheme, including Health Camps, Follow-up of referred patients from camps, diagnosis, out-patient details, e-Preauthorization, Surgeries, Feedback on the patient's condition and

services offered by the hospital during hospital stay of the patients, discharges, deaths if any, follow-up, free consultation of the patients and distribution of medicines after discharge etc., is the key single point contact functionary from the Network hospital. For every case MEDCO is the person responsible right from the point of raising the e-preauthorization request till the settlement of claim. The Insurance Company shall provide CUG (Closed User Groups) Connection to all MEDCO

3.8 24x7 call centre

24 hour call centre with toll free help line shall provide telephone services for the guidance and benefit of the beneficiaries.

3.9 IT backbone

A dedicated real-time online workflow system was designed by the Trust in order to bring dynamism and decentralization of work in a massive scheme like Dr.NTR Vaidya Seva. This includes total online processing of the cases starting from registration of case at first referral centre (health camps/ network hospitals/others), pre-authorization, up-load of medical and non-medical records electronically, treatment and other services at the hospital, discharge and post treatment follow-up, claim settlement, payments through payment gateway, accounting system, TDS deductions till the end. The Trust maintains the online work flow system. Any inputs for improvement of the system will be taken from all the stake holders from time to time.

3.10 Social Audit

Trust incorporated the following Social Audit Mechanism in the scheme.

- A letter from Hon'ble Chief Minister will be despatched directly to the address of the beneficiary soon after discharge of the patient (as evident from online details) enquiring about his present status of health after the treatment under the scheme.
- It provides details of the claim such as disease suffered, surgery/therapy done, package amount approved etc.
- Enquires about the satisfactory services rendered.
- A self addressed postage paid inland letter is attached to this letter to get specific feedback from beneficiary about the quality of services, behaviour of Aarogya mithra and hospital staff and his opinion about the scheme etc.

These feedback letters are analyzed and any adverse reporting is attended to immediately by the grievance department and field staff and resolved. Further they are uploaded online and made available to the approving officers for viewing of the feedback letter from the beneficiary facilitating them to analyze the case in totality and initiate necessary action such as pending of the claim, referring the case to field staff or to disciplinary committee in case of service deficiency.

4 Implementation Procedures of the Scheme

4.1 Process Flow of the Beneficiary Treatment in the Network Hospital
Step 1
<p>Beneficiaries approach nearby PHC/Area Hospitals/District Hospital/Network Hospital. Aarogya mithras placed in the above hospitals facilitate the beneficiary. If beneficiary visits any other PHC/Government hospital other than the Network Hospital, he/she will be given a referral card to the Network Hospital after preliminary diagnosis by the doctors. The Beneficiary may also attend the Health Camps being conducted by the Network Hospital in the Villages and can get the referral card based on the diagnosis. The information on the outpatient and referred cases in the PHC/AH/DH/NH and the camps will be collected from all Aarogya mithras / Hospitals on a daily basis and captured in the dedicated database through a well-established call centre.</p>
Step 2
<p>The first point of contact for a patient in the hospital shall be the Aarogya mithra. The Aarogya mithras at the Network Hospital then examines the referral card and health card/BPL ration card, registers the patients and facilitates the beneficiary to undergo specialist consultation, preliminary diagnosis, basic tests and admission process. Information like admission notes, tests done will be captured in the dedicated database by the Medical Coordinator of the network hospital.</p>
Step 3
<p>The Network Hospital shall extend free OPD services in separate out-patient facility for Dr.NTR Vaidya Seva beneficiaries by following the scheme guidelines.</p>
Step 4

<p>The Network Hospital, based on the diagnosis, admits the patient and sends e-Preauthorization request to the Insurer and the Dr.NTR Vaidya Seva.</p>
<p>Step 5</p>
<p>Specialists/Medical officers of the Insurer and the Trust examine the preauthorization request and approve preauthorization if all the conditions are satisfied within 12 hours. However telephonic approval may be obtained in case of emergency cases to be followed by regular pre-authorization.</p>
<p>Step 6</p>
<p>The Network Hospital extends cashless treatment and surgery to the beneficiary. Clinical notes, operation notes / treatment schedule, postoperative notes etc., of the patients in the Network Hospitals will be updated in the website by the Medical Coordinator.</p>
<p>Step 7</p>
<p>Network Hospital after performing the surgery / therapy forwards the original bills, diagnostic reports, case sheet, and satisfactory letter from patient, discharge summary duly signed by the patient, post-operative diagnostic films, videos, acknowledgement of payment of transportation cost and other relevant documents to Insurer for settlement of the claim. The discharge summary and follow-up details will be a part of the Trust portal.</p>
<p>Step 8</p>
<p>Insurer scrutinizes the bills and gives approval for the sanction of the bill and shall make the payment within agreed period. The claim settlement module along with electronic clearance and payment gateway will be part of the workflow in the Trust portal and will be operated by the insurer. The reports shall be available for scrutiny in the Trust login.</p>
<p>Step 9</p>
<p>Network Hospital will provide follow-up free consultation diagnostics and medicines under follow-up packages for 125 identified annexed at Section-D (ii) of Part-I, procedures under the scheme and reimbursed by Trust</p>

4.2 Health camps

Health Camps will be conducted in all Mandal Head Quarters, Major Panchayats, Municipalities and villages. The Div leads, PAMs and DM shall coordinate with the DM & HOs and District Collectors in conducting the health camps by PHCs.

4.3 Packages:

The empanelled hospitals shall follow the packages worked out by the Trust. The package rates will include bed charges in General ward, Nursing and boarding charges, Surgeons, Anesthetists, Medical Practitioner, Consultants fees, Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests, food to patient etc. In other words the package should cover the entire cost of treatment of patient from date of reporting to his discharge from hospital and 10 days after discharge after surgery including complications if any, making the transaction truly cashless to the patient.

i) General Guidelines on packages:

a) The package includes

- Screening
- Consultation, medicines, diagnostics, specialist services
- Implants, grafts, prosthetics,
- Food,
- Cost of transportation
- Hospital charges etc.

In other words the package should cover the entire cost of treatment of the patient from patient screening, date of reporting in the hospital to his discharge from hospital and 10 days after discharge and any complications while in hospital, making the transaction truly cashless to the patient. The post-operative hospital stay in all surgical procedures shall be minimum of 10 days except in case of interventions and chemotherapy for cancers.

b) Hospital shall conduct all diagnostic tests as per standard protocols free of cost.

c) Hospital shall provide 10 days post discharge free medicines to the patient within package.

d) Hospital shall provide reasonably good food to the patient, and shall make alternate arrangement for food wherever in-house pantry is not available. The hospital shall not give money to the patient as an alternative to food.

e) Hospital shall pay return fare from Mandal Headquarters to the town where hospital is situated based on RTC fare. Minimum of Rs.50 shall be provided and thereafter it shall be on the basis of distance.

f) Hospital shall assist and facilitate the patient to procure compatible blood for the surgeries. The hospital shall provide blood from its own blood bank subject to availability within the package. In case of non-availability the hospital shall make efforts to procure

from other blood banks, Red Cross, voluntary organizations etc., the hospital shall also issue a copy of the request letter to the patient.

g) The general guidelines published by the Trust separately from time to time shall be followed while implementing the packages.

B. PROJECT TASK AND DELIVERABLES

1. The contractor will be responsible for completing the following major tasks:

i). **Recruit** and hire qualified staff for the entire district operations of Dr.NTR Vaidya Seva.

ii)**NAM:-**. Ensure that each Network Hospital(NWH) at the District Level is adequately staffed with NAMs and ready to receive and service Dr.NTR Vaidya Seva Beneficiaries 24 hours a day, 7 days a week through a detailed staffing plan and a continuity of operations in the event of any emergency such as bandhs, strikes etc.

iii. Ensure that Preauthorisation requests of NWH as well as other patient facilitation services are processed through real time Trust Portal. Although NWH will provide the infrastructure facilities such as Kiosk, network connected computer terminal, the NAMs will manage and operate these facilities.

iv. Provide a two-monthly schedule of NAMs to be deployed in each NWH a week prior to the deployment with buffer.

v. **PAM:-** Ensure that each PHC in the district has one PAM in order to capture the referral patients, follow-up the referred patients till admission in a NWH, follow up the operated upon cases, organizing health camps, and other field activities entrusted by Trust from time to time.

The result of this contract will be the provision of qualified District level staffing and supervision, for all the operations of Dr.NTR Vaidya Seva Services.

2. The **primary objective** of district unit of Dr.NTR Vaidya Seva services is to identify the needy patients, facilitate surgeries to the identified, follow-up the operated upon cases, help process the online documents, trouble-shoot, coordinate with the district officials and public representatives, conduct enquiries, and enforce implementation of the guidelines issued by the Trust from time to time. The district operations consist of NWH operations and PHC operations.

3. The contractor selected for this project will have the following characteristics:

i. A corporate infrastructure capable of staffing an operation of this size and complexity.

ii. Human resource services capability necessary to recruit qualified personnel and provide related HR functions, the necessary corporate financial resources (assets and personnel) that can accommodate the cash flow needs for sustaining operations and managing receivables and payables on a timely basis.

4. The following shall be the deliverables:

(i). The Contractor shall provide adequate **Network Hospital** staffing to enable 24/7 operations.

The requirements for this deliverable are as follows:

Deliverable	Requirements	Performance Indicators
2.Netlead: Contractor will provide adequate NAM supervision staffing in the form of Netleads for any time on call availability	Contractor will furnish the following position under NWH staffing: (i) One Net lead for at least 15-20 NAMs for supervision. Candidate shall be an MBA. (ii) Contractor must have sufficient staffing resources to replace any Netlead in the event of employee turnover. (iii) Prior to being approved as Netlead each candidate shall undergo the training prescribed by the Trust.	(i) Contractor will provide Employment Agreements and/or contracts for review by District Coordinator.

(ii) The Contractor shall provide adequate **PHC staffing** to enable referrals from the PHC and follow-up of operated cases.

The requirements for this deliverable are as follows:

Deliverable	Requirements	Performance Indicators
1.PAM: Contractor will provide a PAM at each PHC	Contractor will furnish the following position in each PHC. (i).One PAM per PHC for availability in the PHC in the forenoon, and case follow-up in the field during the afternoon. Candidate shall be a graduate. (ii). Contractor must have sufficient staffing resources	(i). Contractor will provide Employment Agreements and/or contracts for review by District Coordinator. (ii). Contractor will present an Emergency Staffing Plan that outlines procedures for maintaining or deploying staffing hours in the event of an emergency and/or sudden absence of deployed PAMs.

	to provide substitute in the event of an emergency or sudden absence of deployed PAMs (iv) Prior to being approved as PAM each candidate shall undergo the training prescribed by the Trust.	(iii) Contractor will pay the PF and ESI to all its staff and submit the proof of payment every month before the next payment is released.
2.Divlead: Contractor will provide PAM supervision staffing in the form of Divleads for any time on-call availability	Contractor will furnish the following position under PHC staffing: (i) One Divlead for every Revenue Division for supervision of PAMs. A large sub-division may need two Divleads. Candidate shall be an MBA. (ii) Contractor must have sufficient staffing resources to replace any Divlead in the event of employee turnover. (iii) Prior to being approved as Divlead each candidate shall undergo the training prescribed by the Trust.	(i). Contractor will provide Employment Agreements and/or contracts for review by District Coordinator.

(iii) The Contractor shall provide for the ability to run all **Dr.NTR Vaidya Seva operations** on a 24/7/365 basis.

The requirements for this deliverable are as follows:

Deliverable	Requirements	Performance Indicators
The Contractor shall provide for the ability to manage the Dr.NTR Vaidya Seva operations on a 24/7/365 basis	(i) The Contractor shall adhere to guidelines and procedures for field operations that address staffing, online IT application protocols, patient facilitation, case follow-up, enquiries etc. (ii) The Contractor shall provide a Continuity of Operations Plan (COOP) in the event of an emergency to ensure that field operations run 24/7/365. (iii) The Contractor shall adhere to the Quality	(i) Contractor will provide monthly copy of the targets, achievements, and shortfalls for the NWH operations and PHC operations together constituting the entire Dr.NTR Vaidya Seva operations. (ii) Provide a copy of the COOP plan in Microsoft Word format for review and approval.

	<p>Assurance plan as established by the Trust Staff incorporating periodic review of call volume data, periodic review of Trust process outcomes (including counselled/operated patient status 30 days post-procedure), and other quality indicators.</p> <p>(iv) The Contractor will have sufficient liability insurance in place to ensure replacement of equipment and infrastructure (purchased by Trust) in the event such equipment and/or infrastructure is damaged or destroyed due to the negligence of the Contractor. Such insurance should allow for complete replacement of the damaged/destroyed equipment.</p>	
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(iv) The contractor shall provide the **district unit supervision** and back office staff.

The requirements for this deliverable are as follows:

Deliverable	Requirements	Performance Indicators
(i) DM: The Contractor shall provide a District Manager to oversee the operations.	(i) The Contractor shall provide a District Manager who shall be an MBA to manage both the NWH operations and PHC operations.	(i). Contractor will provide Employment Agreements and/or contracts for review by District Coordinator.
(ii) The contractor shall provide back office support to the District Coordinators office where the DM shall also be positioned.	(i)The contractor shall provide 2 back office associates who shall be graduate, proficient in computer skills to support the District Office.	(i). Contractor will provide Employment Agreements and/or contracts for review by District Coordinator.

5. Materials to the Contractor:

(i). Trust will furnish the following items/access to the contractor as part of the performance of the service:

- a). Access to the relevant areas of the Trust web portal as well as other facilities. The staff must access the Internet through the Trust web portal alone for confidentiality of information transmitted over the internet.
- b) A CUG phone for all the staff with connection charges paid by the Trust. The instrument though provided by the Trust shall be repaid by the staff on monthly instalments based on the depreciated value.
- c) Aprons to NAMs/PAMs
- d) Required registers/stationery
- e) Other computing material furnished by the NWH or Trust.

(ii). other items required if any will be furnished by the Contractor to supplement the Trust provided equipment.

5. **Subcontracting:** The contractor shall not contract with any other party for furnishing any of the work and services required by the contract.

C. STAFFING REQUIREMENTS

1. Each staff shall have the following minimum eligibility criteria and responsibilities.

A	Project Manager And Office Staff	
Staff	Qualifications, experience and skills	Responsibilities
1.District Manager	<p><u>(a)Qualifications:</u> An MBA in good academic record.</p> <p><u>(b)Experience:</u> Minimum of 4 years of fulltime experience</p> <p><u>(c)Skills:</u></p> <ol style="list-style-type: none">i.Excellent communication skills and leadership qualities;ii. Excellent interpersonal, listening and human relations skills;iii. Able to handle difficult and complex situationsiv. Demonstrated experience with and knowledge of computerized data collection, management, reporting and analysis systems, andv. Shall have thorough understanding of aims and objectives of Dr.NTR Vaidya Seva scheme.	<ol style="list-style-type: none">i Report to District Coordinatorii. Supervise the functioning of NWH staff viz., Net leads and NAMsiii. Supervise the functioning of PHC staff viz., Div leads and PAMsiv. Reach targets fixed by the Trustv. Other duties as entrusted by Trust or District Collector from time to time.

2. Office Associate	<p><u>(a)Qualifications:</u> Graduation with 60% marks and Diploma in Computer Applications</p> <p><u>(b)Experience:</u> Minimum two years relevant experience.</p> <p><u>(c)Skills:</u></p> <p>i. Shall have passed typing in higher division.</p> <p>ii. Shall be proficient in Computer Spreadsheets, Word and other office applications</p> <p>iii. Shall have good interpersonal skills</p>	<p>i. Preparing the monthly pay bills of the entire staff</p> <p>ii. Preparing the reports required in time</p> <p>iii. Maintaining the infrastructure inventory at the District Coordinators(DC) office</p> <p>iv. Helping DC Communicate with the key functionaries</p> <p>v. Helping the District Coordinator run the office efficiently.</p>

B	NWH Staff	
Staff	Qualifications, experience and skills	Responsibilities
3. Netlead (Network Hospital Team Leader)	<p><u>(a)Qualifications:</u> An MBA in good academic record.</p> <p><u>(b)Experience:</u> Minimum of 2 years of fulltime experience</p> <p><u>(c)Skills:</u></p> <p>i. Excellent communication skills and leadership qualities;</p> <p>ii. Excellent interpersonal, listening and human relations skills; iii. Able to handle difficult and complex situations</p> <p>iv. Demonstrated experience with and knowledge of computerized data collection, management, reporting and analysis systems, and</p> <p>v. All District unit staff shall have basic understanding of Medical/Surgical specialities, and</p>	<p>i. Report directly to the District Manager;</p> <p>ii. Net leads will follow Trust's procedures to facilitate that the patients get hassle-free cashless quality service.</p> <p>iii. Reach the targets for surgeries/procedures set by the Trust periodically;</p> <p>iii. Have 24 hour call availability and be on site in the NWH for any trouble shooting;</p> <p>.iv. Follow all guidelines and instructions issued by District Coordinators from time to time;</p> <p>v. Supervise the functioning of NAMs. Submit schedule of two-monthly staffing plan of NAMs to the Trust 7 days prior. All the NAMs will be shuffled randomly</p>

	Hospitals administration.	every two months; vi. Perform other duties as assigned by Trust or the District Collector.
4.NAM	<p><u>(a)Qualifications:</u> Any graduate with 55% of marks.</p> <p><u>(b)Experience:</u> Minimum of 2 years of fulltime experience</p> <p><u>(c)Skills:</u></p> <p>i.Excellent communication skills and leadership qualities;</p> <p>ii. Excellent interpersonal, listening and human relations skills; and</p> <p>iii. Able to handle difficult and complex situations</p> <p>iv. Demonstrated experience with and knowledge of use of IT applications and typing in lower division.</p> <p>v. Shall have basic understanding of Medical/Surgical specialities, and Hospital administration.</p>	<p>Patient Facilitation at NWH</p> <p>i. Maintain Help Desk at kiosk and receive the patients referred.</p> <p>ii. Verify the eligibility documents of patients and upload information online.</p> <p>iii. Facilitate the Patient for consultation and admission.</p> <p>iv. Liase with MEDCO, counsel the patient, regarding treatment/surgery. Facilitate early posting for surgery.</p> <p>v. Facilitate hospital send proper pre-authorization, forward the preauthorization to Trust.</p> <p>vi. Follow-up recovery of patient.</p> <p>vii. Facilitate payment of transport charges as per the guidelines, obtain feedback, counsel regarding follow-up treatment, and ensure proper discharge.</p> <p>viii. Overall ensure cashless service at hospital.</p> <p>Referral Tracking</p> <p>ix. Coordinate with PAM for follow-up of beneficiary referred by PAM.</p> <p>Coordination and Reporting</p> <p>x. Coordinate with the Head-Office and Medical officers for any clarifications.</p> <p>xi. Send daily MIS including data</p>

		report. xii. Any work assigned by the Trust from time to time.
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C	PHC Staff	
Staff	Qualifications, experience and skills	Responsibilities
5.Divlead	<p><u>(a)Qualifications:</u> An MBA in good academic record.</p> <p><u>(b)Experience:</u> Minimum of 2 years of fulltime experience</p> <p><u>(c)Skills:</u></p> <p>i.Excellent communication skills and leadership qualities;</p> <p>ii. Excellent interpersonal, listening and human relations skills;</p> <p>iii. Able to handle difficult and complex situations</p> <p>iv. Demonstrated experience with and knowledge of computerized data collection, management, reporting and analysis systems, and</p> <p>v. All District unit staff shall have basic understanding of Medical/Surgical specialities, and PHC functioning.</p>	<p>i. Report directly to the District Manager;</p> <p>ii. Div leads will follow Trust's procedures to facilitate that the patients get hassle-free cashless quality service.</p> <p>iii. Reach the targets for referral cases identification, follow up and enquiries set by the Trust periodically;</p> <p>iii. Have 24 hour call availability and be on site for any trouble shooting;</p> <p>iv. Follow all guidelines and instructions issued by District Coordinators from time to time;</p> <p>v. Supervise the functioning of PAMs.</p> <p>vi. Perform other duties as assigned by Trust or the District Collector.</p>
6.PAM	<p><u>(a)Qualifications:</u> Any graduate with 55% of marks.</p> <p><u>(b)Experience:</u> Minimum of 2 years of fulltime experience</p> <p><u>(c)Skills:</u></p> <p>i.Excellent communication skills and leadership qualities;</p> <p>ii. Excellent interpersonal, listening and human relations skills; and</p> <p>iii. Able to handle difficult and</p>	<p>PHC OP</p> <p>i.Publicity and awareness.</p> <p>ii.Maintenance of helpdesk at hospital, Reception of the beneficiary, verification of eligibility, facilitation of consultation with Government doctor</p> <p>iii.Filling up the referral card,</p>

	<p>complex situations</p> <p>iv. Demonstrated experience with and knowledge of use of IT applications and typing in lower division.</p> <p>v. Shall have basic understanding of Medical/Surgical specialities, and PHC functioning.</p> <p>vi. Shall be a candidate ordinarily resident of PHC jurisdiction.</p>	<p>guiding the patient to the next centre, counselling the patients who may require any listed surgery</p> <p>Referral Capture</p> <p>iv. Capture patients screened at PHC who need referral to NWH.</p> <p>v. Send patient to a Government hospital in case patient needs any of 133 Government procedures. Sending to a Network Hospital in case of other procedures.</p> <p>Referral Conversion</p> <p>Vi. Follow-up the referred cases either from PHC OP or Health Camp OP and converting them into admitted cases at the NWH through field visits and phone persuasion.</p> <p>Follow up</p> <p>vii. Follow up the operated cases at the village level through field inspections.</p> <p>viii. Report the death cases</p> <p>Reporting and IEC</p> <p>ix. To send daily MIS of the patients</p> <p>x. To spread the awareness about the scheme in the villages.</p> <p>xi. To spread awareness about the scheduled camps in the villages.</p> <p>xii. Mobilize the patients and help conduct camps.</p> <p>xiii. Coordinate with local PR Bodies, Village organizations (VOs), Samakhyas, ANMs, Women</p>
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		<p>Health Volunteers and Self-Help Groups for publicity and reaching targets.</p> <p>In the Area Hospital /CHC/District Hospital:</p> <p>Apart from the duties enlisted above the PAMs will facilitate the Patient for specialist consultation and tests fill up the referral card (part-B) properly, and counsel the patient.</p>
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2. Minimum staffing requirements for District Unit are as follows:

Staffing Plan	Work Schedule
1. District Manager	One(1) per District for monitoring and managing the district unit. To be available 24x7
2.Netleads	Provide Net leads at the rate of 1 per 15-20 NAMs to supervise them. To be available 24x7.
3.Divleads	Provide Div leads at the rate of one per division, available 24x7
4.NAMs	Provide NAMs for round the clock availability at the NWH
5.PAMs	Provide PAMs at the rate of one per PHC.
6.Office Associate	2 per District

S.No	District	DM	OA	DTL	NTL	NWH Mithras	PHC Mithras	Total
1	Anantapur	1	2	5	3	21	91	123
2	Chittoor	1	2	5	3	61	110	182
3	East Godavari	1	2	6	6	91	141	247
4	Guntur	1	2	4	7	110	87	211
5	Krishna	1	2	5	5	92	85	190
6	Kurnool	1	2	3	3	66	99	174
7	Nellore	1	2	4	2	59	106	174
8	Prakasam	1	2	6	4	31	93	137
9	Srikakulam	1	2	3	1	30	100	137
10	Visakhapatnam	1	2	5	5	90	105	208
11	Vizianagaram	1	2	3	1	30	84	121
12	West Godavari	1	2	4	3	51	85	146
13	Ysr	1	2	5	1	19	87	115
Grand Total		13	26	58	44	751	1273	2165
			Buffer NAMs			42		
						793		

3 Human Resources Shuffling Policy

i) Purpose

The purpose of transfer policy is to provide guidelines and procedure to implement shuffling of employees from one location to another as per the needs of the Trust and serve to fulfill the following objectives:

- To train an employee in taking up more responsibilities by giving him an opportunity to acquire an insight into the new specialties in different hospitals and higher functions.
- To avoid nexus with NWH.
- To avoid allegations of bribery or unprofessional conduct that may develop due to prolonged stay at a NWH.
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ii) Scope

The shuffling policy would cover only NAMS, Net Leads and Div Leads in the district.

iii) Shuffling Norms & Criteria for NAMS

- Shuffling shall be after every 2 months for all NAMS. However any employee may be shuffled on administrative/ disciplinary grounds.

- b) Minimum of 3 NAMs shall be allotted at a minimum of one in each shift to each active empanelled hospital.
- c) Female NAMs & Physically challenged NAMs should be given only shift-1/shift-2 and not shift-3.
- d) No NAM shall be placed in the same hospital before expiry of 4 months.
- e) Only Female NAMs shall allotted to Maternity Hospitals
- f) One NAM shall be allotted to a Suspended Hospital for follow up of medical package.
- g) NAMs shall be allotted to NWHs that are distant from their residence.
- h) Mithras shift shall be shuffled within hospital
- i) In case of limitations, any NAMs is not shuffled in the current month, he/ she shall be shuffled during next cycle.

iv) Implementation Procedure of NAMs shuffling process:

S No	Activity Name	Description	Action by Department
1	NAMs requirement finalisation	<ul style="list-style-type: none"> ➤ On the basis of workload existing in the NWH, shift wise requirement of NAMs for all the empanelled NWH shall be planned. ➤ Presently it is a onetime activity & shall be carried out on EDC decision 	Field Operations/HR
2	Employee Information system	Working NAMs data shall be maintained with their residential zones	FO/HR
3	NWH Zone (location) Data	NWH wise zones will be assigned to all existing NWHs in the district.	FOSS
4	Shuffling Data finalisation	<ul style="list-style-type: none"> ➤ TCS will provide the shuffling proposal data on the parameters and criteria stipulated by the trust. ➤ FO department will verify the proposed shuffling data 	IT/TCS
5	Publishing in portal	Shuffling data shall be displayed in the portal 3 days prior to shuffling date.	IT/TCS/PMU
6	Mapping of login ID's	As per the shuffled data, NAMs shall be mapped to the proposed NWH to avoid registration issues.	IT/TCS/PMU

7	Reporting of NAM's as per the shuffling	Net leads, DMs and DCs shall ensure all NAMs shall report as per the shuffling.	Net leads, DMs and DCs/ FO
8	Login Mapping issues	NAM's, NWH Mapping issues shall be collected & rectified	FO / IT / PMU

v) Shuffling Norms & Criteria – Net leads

- a) Shuffling will be done twice in a year
- b) Net leads' operational clusters of NWHs shall be defined in consideration of work load in the NWH
- c) Shuffling will be between the clusters of Net Leads in the district

vi) Shuffling Norms & Criteria – Div leads

- a) Shuffling will be done twice in a year
- b) Div leads operational clusters of PHCs shall be defined in consideration of geographical boundaries which give easy access to carry out daily operational activities
- c) Division Head Quarter (DHQ) shall be fixed
(DHQ will be Revenue Division HQ / Assembly or parliament constituency HQ)
- d) Div Leads shall reside in the DHQ
- e) Shuffling will be between the clusters of Div Leads in the district

D Service Level Agreement

1	Service Level Requirement
.1	<p>Statement of Intent:</p> <p>The aim of this agreement is to provide a basis for close co-operation between purchaser and the Supplier to ensure that timely and efficient services are available. The objectives of this agreement are detailed below. This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.</p>
.2	<p>Objectives of Service Level Agreements:</p> <p>(i) To create an environment this is conducive to a co-operative relationship between the Supplier and the Purchaser to ensure effective support.</p>

	<p>(ii) To document the responsibilities of all parties taking part in the Agreement</p> <p>(iii) To ensure that the Purchaser achieves the provision of a high quality of service with the full support of the Supplier.</p> <p>(iv) To define the commencement of the agreement, its initial term and the provision for reviews</p> <p>(v) To define in detail the service to be delivered by the bidder and the level of service that can be expected by the Purchaser, thereby reducing the risk of misunderstandings.</p> <p>(vi) To institute a formal system of objective service level monitoring, ensuring that reviews of the agreement are based on factual data.</p> <p>(vii) To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels</p> <p>(viii) To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.</p>
<p>.3</p>	<p>Period of Agreement: This agreement will commence on the date specified in the ‘Contract Agreement’ to be signed between Purchaser and the Supplier following the completion of selection process and will continue until end of the contract period or termination whichever is earlier.</p>
<p>.4</p>	<p>Representatives: The representatives responsible for monitoring and maintenance of the service agreement on behalf of the Purchaser and the Supplier shall be as defined in the Contract Agreement.</p>
<p>.5</p>	<p>Management of SLA: Service Level requirements will be necessarily managed by the Supplier. The Supplier will make this information available to authorised personnel of the Purchaser through on-line browsing and also through hard copy of the report as per requirement. Compliance of SLA with the supplier will be measured monthly as per details given below.</p>

2	Service Level Monitoring
.1	The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided on the service. Service factors must be meaningful, measurable and monitored constantly. Service level monitoring will be performed the supplier. Reports will be produced every two weeks and submitted purchaser. Service level monitoring and reporting is performed on disputes as defined in the following sections
.2	Service Level Definition: Service levels are as defined in the table 2.2 below.
.3	Service Level targets: The Table 2.3 below defines Service Level Targets for response and resolution time.
.4	Service Level Compliance: The service provider needs to ensure the compliance level for each of the service levels as in table 2.4.
.5	Measurement Metrics: The measurement metrics are given at table 2.5
.6	Penalty Calculation on SLA: (i)Actual vs targeted compliance level for each of the respective service areas will be measured separately in every month. (ii)Monthly shortfall in achieving SLA compliance, if any, for the respective service areas shall be aggregated for the month. (iii)Penalty for the month will be calculated as: $\text{Penalty amount} = \text{Penalty (\%)} \times \text{Total services Cost for the month.}$ (iv)Applicable Penalty (%) would be as given in table 2.6 (v)However, the aggregate penalties that may be levied in a month towards the aforesaid managed services shall be limited to 10% of amounts payable monthly towards these services. (vi)Supplier will monitor this information using Dr.NTR Vaidya Seva portal of the Trust.
	.7 Penalty Calculation on Human Resource supply default: Although this project is SLA based, the Supplier is required to maintain a

	<p>minimum level of resources in each of the service areas throughout the contract period. The supplier shall deploy manpower resources as per staffing requirement prescribed in this document. Supplier shall ensure the availability of resources as per contract for each resource category.</p> <p>Monthly applicable penalties in the event of default of respective manpower resources in case no substitute is arranged by the service provider would be as in table 2.7.</p>
.8	<p>The method of calculating the performance scores for NAM/ PAM/ Net leads/ Div leads/ DM shall be based on the current priorities of the Trust in a realistic manner. The current key performance indicators are in tables 2.8, 2.9 & 2.10</p>

Table 2.2	Service Level Definition
Service level	Definition
NWH Service level	It indicates the overall level of performance at NWH level
PHC Service level	Indicates the level of performance at PHC level.

Table 2.3 & 2.4	Individual Target of performance	Compliance
NWH Service level	85%	90%
PHC Service level	85%	90%

Table 2.5	Measurement Metrics
(a)	$\text{NWH Service level} = \frac{\text{Number of NAMs scoring above 85\% performance for one month}}{\text{Total number of NAMs}} \times 100$
(b)	$\text{PHC Service level} = \frac{\text{Number of NAMs scoring above 85\% performance for one month}}{\text{Total number of NAMs}} \times 100$

Table 2.6	Penalty on SLA default
Shortfall in SLA Target/Compliance by	Penalty (%)
<= 1 %	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6

> 6% and <= 8 %	8
> 8% and <= 10 %	10

Table 2.7	Penalty on Human Resource default
Resource Category	Penalty for absence
NAM	<ul style="list-style-type: none"> Rs. 200/- per day, maximum Rs. 5000/- per month
PAM	<ul style="list-style-type: none"> Rs. 200/- per day, maximum Rs. 4500/- per month
Netlead	<ul style="list-style-type: none"> Rs. 250/- per day, maximum Rs. 7500/- per month
Divlead	<ul style="list-style-type: none"> Rs. 250/- per day, maximum Rs. 7500/- per month
DM	<ul style="list-style-type: none"> Rs. 650/- per day, maximum Rs. 20,000/- per month

Table 2.8		Key Performance Indicators for NAMs	
NAM 'S KPI Performance			
S.No	Performance	Target	Weightage
1	Bio-metric login	As per the Shift timings	15
2	Regular Preauths	Preauths within 10 mins	25
3	Registrations	Should Register all patients under Dr.NTR Vaidya Seva	10
4	OP/IP conversions	All register patients in op/ip conversions	
5	On bed updations	shift I mithra's 25% on actual on bed	15
		Shift II mithra's 75% on actual on bed	
		Shift III mithra's 75% on actual on bed	
6	Followup Claims initiated cases	Within 10 minutes	15
7	Fraud control	10% on actual bed patients	20

Table 2.9		Key Performance Indicators for NAMs		
PAMs KPI Performance				
S.No	Work	Performance	Target	Weightage
1	PAM	Attendance	In time reporting	15
2	PHC WORK	PHC OP registrations	30 Per Day	45
		Referral capturing	2 per day	
		Referral Conversions	1 per WEEK	
3	HC Work	All 10 IEC Activities should conduct	All 10 IEC Activities should conduct	20
		OP Registrations	1200 per Mega camp	
		Referrals captured	50 per Mega Camp	
		Referral Conversions	2 patients from mega camp	
4	Field Work	Surgery done patients follow up	5 per DAY	20
		Death cases updations	1/2 Therapies & surgeries done	
		Follow-up Mobilisations	8 Patients per day	

Table 2.10		Key Performance Indicators for DTLs		
DTL'S KPI Performance				
S.No	Work	Performance	Target	Weightage
1	DTL	Attendance	Intime	10
2	PHC	PHC Visits	3 PHCs per day	30
		OP Registration Target @ 30 PER PHC	30 per PHC	
		Referral Capture Target @ 2 PER PHC	2 per PHC	
		Referral Conversion Target @ 1 Per Week	one week atleast 1 patient per PHC	
3	Health Camp	Health Camp Visits (All Camps)	All camps	30
		Target OP for IEC (Yesterday conducted IEC)	All IEC activities	
		OP registration	1200 per Mega camp	
		Referral capture target	50 per mega camp	
		Referral conversion	5 patients	
4	FIELD WORK	Field visits	5 Patients per PHC	30
		Death updations		

		Followup mobilised target	AS PER ACTUALS (Past 6 months follow up eligible List)	
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NTL'S KPI Performance				
S.No	Work	Performance	Target	Weightage
1		Biometric Attendance	Intime login	20
2	NWH Visits	NWH Visits	All cluster hospitals	30
3	NWH WORK	Registration Vs OP/IP conversions	All registered cases	50
		Fraud Control	10 % on actual On bed	
		Online Vs Actual On bed Updations (If not equals performance Zero)	No variation Online Vs Actual On bed Updations	
		Resolved Grievances	90 % on received grievances	

DM'S KPI Performance				
S.No	Work	Performance	Target	Weightage
1	ATT	Biometric Attendance	In time Login	20
2	VISITS	NWH VISITS	2 NWHs Per Day	40
		PHC Visits	1 PHC per day	
		HEALTH CAMP VISITS	As per schedule	
3	NWH WORK	Fraud Control	10 % Actual ONBED	40
		Complaints Resolved Status	90 % on Received Complaints	
		Daily Reports (Manual)	All reports should sent to FOSS according to TAT	
		Death Updations	1/2 % OF THERAPIES DONE	

Dc'S KPI Performance				
S.No	Work	Performance	Target	Weightage
1	Attendance	Biometric Attendance	in time Login	20
2	Visits	NWH Visits	2 NWHs Per day	30
		PHC Visits	1 PHC Per day	
		Health Camp Visits	As per schedule (At least one camp per day)	
3	NWH WORK	Telephonic intimation patients visited	10 % on actual cases	20
		Pending Grievances	within 12 hours case will be resolved	
		>12 Hours		
		Flags Raised & Reflagged status	90 % on flagged cases	
		Fraud Control	10 % Actual on bed	
		Complaints (Log in) Resolved Status	Received Complaints	
		On Table death cases updation	All cases should update in Login	
Daily Reports (Manual)	All reports should sent to FOSS with in to TAT.			
4	PHC Work	Follow up Mobilisation	8 Patients per day	20
		Post Discharge death cases updation	All received cases should update	
		133 Procedures performance status	Mobilize the PHC Mithra	
5	News Articles	Rejoinder Received for Adverse NEWS articles	Rejoinder Received Count	10

OA'S KPI Performance				
S.No	Work	Performance	Target	Weightage
1		Biometric Attendance	In-time Login	20
2		Daily Reports submission	All reports should sent to FOSS with in TAT.	80

VOLUME III

THE CONTRACT

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

Between

Dr.NTR Vaidya Seva

And

[Insert: name of the Service Provider(s)]

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

WHEREAS

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

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

NOW IT IS HEREBY AGREED as follows:

Article 1.	Contract Documents
1.1	<p>Contract Documents (Reference GCC Clause 1.1 (a) (iii))</p> <p>The following documents shall constitute the Contract between the Trust and the Service Provider, and each shall be read and construed as an integral part of the Contract:</p> <p>(a) This Contract Agreement and the Appendices attached to the Contract Agreement</p> <p>(b) General Conditions of Contract</p> <p>(c) Special Conditions of Contract</p> <p>(d) <i>[Add here: any other documents]</i></p>
1.2	<p>Order of Precedence</p> <p>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).</p>
1.3	<p>Definitions (Reference GCC Clause 1)</p> <p>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.</p>
Article 2.	Contract Price and Payment Terms
2.1	<p>Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause “Price”)</p> <p>The Trust hereby agrees to pay to the Service Provider the Contract Price in consideration of the performance by the Service Provider of its obligations under the Contract. The Contract Price shall be <i>[insert: amount in words], [insert: amount in figures]</i>, as specified in the Price Schedule.</p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.</p>
Article 3.	Effective Date
3.1	<p>Effective Date (Reference GCC Clause 1.1 (e) (vi))</p> <p>The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:</p> <p>(a) This Contract Agreement has been duly executed for and on</p>

	<p>behalf of the Trust and the Service Provider;</p> <p>(b) The Service Provider has submitted to the Trust the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;</p> <p>(c) The Trust has paid the Service Provider the advance payment, in accordance with GCC Clause 18;</p> <p>(d) <i>[specify here: any other conditions, for example, opening/confirmation of letter of credit].</i></p> <p>Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.</p>
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 Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.
Article 4.	Appendixes
4.1	The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
4.2	Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.
APPENDIXES	
Appendix 1	The Work(Description of the Services/Requirements including implementation schedule)
Appendix 2	Project Plan (delivery schedule to be included)
Appendix 3	Key Personnel
Appendix 4	Forms (performance/advance security forms)
Appendix 5	Price Schedules
Appendix 6	Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Trust and the Service Provider have caused this Agreement to be duly executed by their authorized representatives the day and year first above written.

For and on behalf of the Trust

Signed:

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

in the presence of

For and on behalf of the Service Provider

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 The Trust], “the Trust”

And

[insert: name of Service Provider], “the Service Provider”

GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

Clause No.	1
Clause Heading	Definitions
Sub Clause No.	
.1	<p>In this Contract, the following terms shall be interpreted as indicated below.</p> <p>(a) General Definitions</p> <p>(i) “Applicable Law” means the laws and other instruments having the force of law in India.</p> <p>(ii) “Contract” means the Contract Agreement entered into between the Trust and the Service Provider, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly</p> <p>(iii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).</p> <p>(iv) “Contract Agreement” means the agreement entered into between the Trust and the Service Provider using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Trust and the Service Provider. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>(v) “GCC” means the General Conditions of Contract.</p> <p>(vi) “SCC” means the Special Conditions of Contract.</p> <p>(vii) “Requirements” means the Requirements Section of the Bidding Documents.</p> <p>(viii) “Implementation Schedule” means the Implementation Schedule Sub-section of the Requirements Section.</p> <p>(ix) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.</p> <p>(x) “Bidding Documents” refers to the collection of documents issued by the Trust to instruct and inform potential Service Providers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the</p>

	<p>contractual conditions governing the relationship between the Trust and the Service Provider. The General and Special Conditions of Contract, the Requirements, and all other documents included in the Bidding Documents reflecting the Procurement Guidelines that the Trust is obligated to follow during procurement and administration of this Contract.</p> <p>(xi) “Government” means the Government of Andhra Pradesh or the Government of India.</p>
	<p>(b) Entities</p> <p>(i)“Party” means The Trust or the Service Provider, as the case may be; and “Parties” means both of them.</p> <p>(ii)“The Trust” means the entity availing the Services, as specified in the SCC.</p> <p>(iii)“Project Manager” means the person named as such in the SCC or otherwise appointed by Service Provider in the manner provided in GCC Clause 3.2 (Project Manager) to perform the duties delegated by the Trust.</p> <p>(iv) “Service Provider” means such Business Process Outsourcing service provider who shall be a subsidiary company or the holding company or a group company of an existing IRDA licensed TPA who possesses the minimum technical experience as laid down herein. The Service Provider shall be responsible for implementing and executing the Scheme in accordance with the terms and conditions of the Scheme.</p> <p>(v)“Service Provider’s Representative” means any person nominated by the Service Provider and named as such in the SCC or otherwise approved by the Trust in the manner provided in GCC Clause 3.3 (Service Provider’s Representative) to perform the duties delegated by the Service Provider.</p> <p>(vi)“Third Party” means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.</p> <p>(vii)“Trust” means Aarogyasri Health Care Trust of Government of Andhra Pradesh.</p>
	<p>(c) Scope</p> <p>(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, Service Providers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection</p>

	<p>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).</p> <p>(ii)“Deliverables” means the services specifically provided for “Dr.NTR Vaidya Seva” and agreed to be delivered by the Service Provider in pursuance of this Agreement and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.</p> <p>(iii)“Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition</p> <p>(iv)“Services” means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.</p> <p>(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.</p> <p>(vi) “The Project Plan” means the document to be developed by the Service Provider and approved by the Trust, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by The Trust, in accordance with GCC Clause 23.3. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.</p> <p>(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.</p> <p>(viii)“Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Trust under the Contract.</p>
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	<p>(ix)“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.</p>
	<p>(d) Activities</p> <p>(i) “Delivery” means the transfer of the Goods or Services from the Service Provider to the Trust specified in the Contract.</p> <p>(ii) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GCC 26.2 (a);</p>
	<p>(e) Place and Time</p> <p>(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 15.1</p> <p>(ii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Trust and Service Provider in relation to the Work, as specified in the SCC.</p> <p>(iii) “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.</p>

Clause No.	2
Clause Heading	Interpretation
Sub-Clause No.	
.1	Contract Documents: Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
.2	Governing Law: The Contract shall be governed by and interpreted in accordance with the Applicable Law.
.3	Governing Language: All Contract Documents and related correspondence exchanged between the Trust and Service Provider shall be written in English, and the Contract shall be construed and interpreted accordingly.
.4	Relation between the parties: Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Trust and the Service Provider. The Service Provider, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the Service performed by them or on their behalf hereunder.
.5	Entire Agreement: The Contract constitutes the entire agreement between the Trust and Service Provider with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
.6	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.
.7	Independent Service Provider: The Service Provider shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Service Provider shall be solely responsible for the manner in which the Contract is performed. All employees or representatives engaged by the Service Provider in connection with the performance of the Contract shall be

	<p>under the complete control of the Service Provider and shall not be deemed to be employees of the Trust, and nothing contained in the Contract or in any subcontract awarded by the Service Provider shall be construed to create any contractual relationship between any such employees or representatives, and the Trust.</p>
.8	<p>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.</p>
.9	<p>Non waiver:</p> <p>(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.</p> <p>(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. If either of the party fails to enforce its rights under this agreement at any time for any period it shall not be construed as a waiver of such rights.</p>
.10	<p>Fairness And Good Faith</p> <p>(a) Good Faith</p> <p>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.</p> <p>(b) Operation of the Contract</p> <p>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</p>

	Settlement” clause GCC hereof.
.11	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. In such an event of unenforceability then such provision will be modified to reflect the parties intention. All remaining provisions of this contract shall remain in full force and effect.
.12	‘Conflicting activities’ means the services and acts by the supplier which unfairly interferes and create obstructions in the working and functioning of the purchaser.

Clause No.	3
Clause Heading	Representatives
Sub-Clause No.	
.1	(a) Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the Service Provider may be taken or executed by the persons specified at 1.1(b)(iv) and 1.1(b)(vi) Clauses SCC to GCC.
.2	<p>Project Manager</p> <p>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 Service Provider in writing of the name of the Project Manager. The Trust may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Service Provider without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Service Provider. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Trust on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Trust pursuant to “Notices” Clause GCC.</p>
.3	<p>Service Provider’s Representative:</p> <p>(a) If the Service Provider’s Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the Service Provider shall appoint the Service Provider’s Representative and shall request the Trust in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Service Provider’s Representative. If the Trust does not object to the appointment within fourteen (14) days, the Service Provider’s Representative shall be deemed to have been approved. If the Trust objects to the appointment within fourteen (14) days giving the reason therefore, then the Service Provider shall appoint a replacement within fourteen (14) days of such objection in accordance with the Sub-Clause .3(a) of this Clause GCC.</p>

	<p>(b) Subject to the extensions and/or limitations specified in the SCC (if any), the Service Provider’s Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Service Provider pursuant to “Notices” Clause GCC.</p> <p>(c) The Service Provider shall not revoke the appointment of the Service Provider’s Representative without the Trust’s prior written consent, which shall not be unreasonably withheld. If the Trust consents to such an action, the Service Provider shall appoint another person of equal or superior qualifications as the Service Provider’s Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.</p> <p>(d) The Service Provider’s Representative and staff are obliged to work closely with the Trust’s Project Manager and staff, act within their own authority, and abide by directives issued by the Trust that are consistent with the terms of the Contract. The Service Provider’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.</p> <p>(e)The Service Provider’s Representative may, subject to the approval of the Trust (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Service Provider’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.</p> <p>(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 Service Provider’s Representative.</p>
<p>.4</p>	<p>Objections and Removals:</p> <p>(a)The Trust may by notice to the Service Provider object to any representative or person employed by the Service Provider in the execution of the Contract who, in the reasonable opinion of the Trust, may have behaved inappropriately, be incompetent, or be negligent. The Trust shall provide evidence of the same, whereupon the Service Provider shall remove such person.</p> <p>(b)If any representative or person employed by the Service</p>

	Provider is removed in accordance with Sub-Clause .4(a) of this Clause GCC, the Service Provider shall, where required, promptly appoint a replacement.
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Clause No.	4
Clause Heading	Notices
Sub-Clause No.	
.1	<p>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.</p> <ul style="list-style-type: none"> a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract. b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier. c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch. d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
.2	Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
.3	Pursuant to "Representatives" Clause GCC, notices from/to the Trust are normally given by, or addressed to, the Project Manager, while notices from/to the Service Provider are

	<p>normally given by, or addressed to, the Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Service Provider's Representative (or deputy), or if their related authority is limited by the sub-clause 3.2 or 3.3(b) of "Representatives" Clause of SCC for GCC, or for any other reason, the Trust or Service Provider may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Trust are as specified in the SCC or as subsequently established/amended. The address of the Service Provider's Representative and the fallback address of the Service Provider are as specified in SCC of the Contract Agreement or as subsequently established/amended.</p>
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Clause No	5
Clause Heading	Dispute Settlement
Sub-Clause No.	
.1	<p>Dispute and Mutual Consultation: If any dispute of any kind whatsoever shall arise between the Trust and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the contract (whether during the progress of implementation or after its completion and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within twenty-eight (28) days after one party has notified the other in writing of the dispute, then upon expiry of notice, either party may proceed to the notification of arbitration pursuant to Sub-Clause .1 of this Clause of GCC.</p>
.2	<p>Arbitration:</p> <p>(a) If the mutual consultation pursuant to Sub-clause .1 of this clause of GCC expires without resolution of the dispute and the Trust or the Service Provider acts within the following twenty eight (28) days, then either the Trust or the Service Provider aggrieved by the outcome of such dispute may act to give notice to the other party, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The notice must be precise and unambiguous.</p> <p>(b) Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub-clause .2(a) of this clause of GCC, shall be finally settled by arbitration. Arbitration may be commenced prior to or after the termination of Contract.</p> <p>(c) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>
.3	<p>Notwithstanding any reference to arbitration in this clause,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;</p> <p>(b) the Trust shall pay the Service Provider any monies due to the Service Provider.</p>

Clause No	6
Clause Heading	Copyright, Confidential Information, and Ownership
Sub-Clause No.	
.1	<p>Copyright: As applicable, the Trust’s and Service Provider’s rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Trust. The Service Provider shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Trust may consider necessary or desirable to perfect the right, title, and interest of the Trust in and to those rights. In respect of such deliverable, the Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the Service Provider shall, if requested to do so by the Trust and where permitted by applicable law, ensure that the holder of such a moral right waives it.</p>
.2	<p>Confidential Information: Except if otherwise specified in the SCC, the “Receiving Party”(the Service Provider) shall keep confidential and shall not, without the written consent of the “Disclosing Party”(the Trust), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”) connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p>
.3	<p>For the purposes of sub-clause .2 of this clause GCC, the Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Service Providers, employees, or other contacts of the Trust or the Trust’s use of the deliverables.</p>
.4	<p>The Service Provider shall not, without the Trust’s prior written consent, use any Confidential Information received from the Trust for any purpose other than those that are required for the performance of the Contract.</p>

<p>.5</p>	<p>The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (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.
<p>.6</p>	<p>The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Service Provider prior to the date of the Contract in respect of the System or any part thereof.</p>
<p>.7</p>	<p>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.</p>
<p>.8</p>	<p>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.</p> <p>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.</p> <p>All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilising the Trust’s domain knowledge, and other documents and tools prepared by the Service Provider for the Trust under this contract shall become and remain the property of the Trust, and the Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the Trust together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.</p>

B. Guarantees, Liabilities, Indemnities, Insurance and Risks

Clause No	7
Clause Heading	Time Guarantee and Liquidated Damages Trigger
Sub-Clause No	
.1	<p>Guarantee: The Service Provider guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 18.3, or within such extended time to which the Service Provider shall be entitled under GCC Clause 14.5 (Extension of Time).</p>
.2	<p>Triggering of Liquidated Damages:</p> <p>(a) If the Service Provider fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 14.5 (Extension of Time), the Service Provider shall pay to the Trust liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Trust may consider termination of the Contract, pursuant to GCC Clause 15.2.</p> <p>(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.</p> <p>(c) If liquidated damages are claimed by the Trust for the activity or item, the Service Provider shall have no further liability whatsoever to the Trust in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.</p>

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

Clause No.	9
Clause Heading	IPR Warranty and Indemnity
Sub-Clause No.	
.1	IPR Warranty: The Service Provider hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Trust to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Service Provider shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.
.2	IPR Indemnity: The Service Provider shall indemnify and hold harmless the Trust and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Trust or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.
.3	Such indemnities shall not apply if any claim of infringement: <ul style="list-style-type: none"> (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 Service Provider’s Proposal or Bid;
.4	If any proceedings are brought or any claim is made against the Trust arising out of the matters referred to in sub-clause .2 of this clause GCC, the Trust shall promptly give the Service Provider notice of such proceedings or claims, and the Service Provider may at its own expense and in the Trust’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. <p>If the Service Provider fails to notify the Trust within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Trust shall be free to conduct the same on its own behalf.</p>

	<p>Unless the Service Provider has so failed to notify the Trust within the twenty-eight (28) days, the Trust shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Trust shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing.</p>
<p>.5</p>	<p>The Trust shall indemnify and hold harmless the Service Provider and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees or officers, may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Service Provider in connection with this Contract by the Trust or any persons (other than the Service Provider) contracted by the Trust, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of sub-clause .6 of this clause GCC.</p> <p>Such indemnity shall not cover</p> <ul style="list-style-type: none"> (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. <p>Such indemnities shall also not apply:</p> <ul style="list-style-type: none"> (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Service Provider's organization; (b) to the extent that any claim of infringement is caused by the alteration, by the Service Provider, or any persons contracted by the Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the Service Provider by the Trust or any persons contracted by the Trust.

<p>.6</p>	<p>If any proceedings are brought or any claim is made against the Service Provider arising out of the matters referred to in sub-clause .5 of this clause GCC, the Service Provider shall promptly give the Trust notice of such proceedings or claims, and the Trust may at its own expense and in the Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the Service Provider within the twenty-eight (28) days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider shall, at the Trust's request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust for all reasonable expenses incurred in so doing.</p>
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Clause No.	10
Clause Heading	Limitation of Liability
Sub-Clause No.	
.1	<p>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Service Provider shall not be liable to the Trust, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of “interest” costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Trust; and the Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.</p> <p>(c) the aggregate liability of the Service Provider to the Trust, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Trust with respect to intellectual property rights infringement.</p>
.2	<p>Statute of Limitations Clause</p> <p>The parties agree and intend that any action in relation to an alleged breach of this contract shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. However it is subjected to the decision of the court or forum in the above matter.</p>

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

	<p>fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under “Insurances” Clause 12 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Service Provider.</p>
.5	<p>If any proceedings are brought or any claim is made against the Service Provider that might subject the Trust to liability under sub-clause .4 of this clause GCC, the Service Provider shall promptly give the Trust the notice of such proceedings or claims, and the Trust may at its own expense and in the Service Provider’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Trust fails to notify the Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Trust has so failed to notify the Service Provider within the twenty-eight (28) days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider shall, at the Trust’s request, afford all available assistance to the Trust in conducting such proceedings or claim and shall be reimbursed by the Trust for all reasonable expenses incurred in so doing.</p>
.6	<p>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.</p>

Clause No.	12
Clause Heading	Insurances
Sub-Clause No.	
.1	<p>The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.</p> <p>(a) Third-Party Liability Insurance On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s) occurring in connection with the service.</p> <p>(b) Automobile Liability Insurance In accordance with the statutory requirements, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.</p> <p>(c) Other Insurance (if any), as specified in the SCC.</p>
.2	<p>The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to sub-clause .1 of this clause GCC, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to sub-clause .1 of this clause GCC. All insurers’ rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p>
.3	<p>The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.</p>
.4	<p>The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.</p>
.5	<p>If the Supplier fails to take out and/or maintain in effect the</p>

	insurance referred to in sub-clause .1 of this clause GCC, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
.6	Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

Clause No.	13
Clause Heading	Force majeure
Sub-Clause No.	
.1	<p>“Force Majeure” shall mean any event beyond the reasonable control of the Trust or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of government, or any other act or failure to act of any local, state or Central government authority;

	(d) strike, sabotage, lockout, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
.2	If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for execution of the contract items shall be extended in accordance with GCC Clause 14.5 (Extension of Time).
.4	The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 12.6.
.5	No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall: <ul style="list-style-type: none"> (a) constitute a default or breach of the Contract; (b) (subject to GCC Clauses 12.3, and 12.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.
.6	If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
.7	In the event of termination pursuant to GCC Clause 12.6, the rights and obligations of the Trust and the Service Provider shall be as specified in GCC Clause "Termination".
.8	Notwithstanding GCC Clause 12.5, Force Majeure shall not apply to any obligation of the Trust to make payments to the Service Provider under this Contract.

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No.	14
Clause Heading	Term
Sub-Clause No.	
.1	Effectiveness of Contract: Upon fulfilment of the effectiveness conditions listed hereunder, the Service Provider shall issue a letter of confirmation to the Trust, consequent to which a commencement of services notice shall be issued by the Trust. This Contract shall come into force and effect on the date (the “ Effective Date ”) of the Trust’s notice of commencement of services. This notice shall confirm that the effectiveness condition, if any, listed in the SCC have been met.
.2	Commencement of Services: The Service Provider shall begin carrying out the services at the end of such time period after the Effective Date as shall be specified in the SCC
.3	The Service Provider shall commence work within the period specified at sub-clause .2 of this clause GCC, and the Service Provider shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.
.4	The Service Provider shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Service Provider shall be entitled under GCC Clause 14.5(Extension of Time).
.5	Extension of time: The time(s) specified in the Schedule of Implementation shall be extended if the Service Provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: <ul style="list-style-type: none"> (a) any occurrence of Force Majeure as provided in GCC Clause 13 “Force Majeure”; (b) default of the Trust; or (c) any other matter specifically mentioned in the Contract; <p style="margin-left: 40px;">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 Service Provider.</p>
.6	Except where otherwise specifically provided in the Contract, the Service Provider shall submit to the Project Manager a notice of a claim for an extension of the time, together with

	<p>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 Service Provider shall agree upon the period of such extension. In the event that the Service Provider does not accept the Trust's estimate of a fair and reasonable time extension, the Service Provider shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 5.</p>
.7	<p>The Service Provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p>

Clause No.	15
Clause Heading	Termination
Sub-Clause No.	
.1	<p>Expiration of Contract and extension</p> <p>Unless terminated earlier pursuant to this Clause GCC, this Contract shall terminate at the end of such Time period after the Effective date as shall be specified in the SCC. This contract shall be extendible by a further period specified in SCC subject to mutually agreeable terms and conditions.</p>
.2	<p>Termination by the Trust: The Trust may, by not less than thirty (30) days written notice of termination to the Service Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of the sub-clause .2 of this clause GCC, terminate this contract:</p> <p>(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 18.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or with in such further period as the Trust may have subsequently approved in writing.</p> <p>(b) If the Service Provider becomes(or, if the Service Provider consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Service Provider fails to comply with any</p>

final decision reached as a result of arbitration proceedings pursuant to “Dispute Settlement” Clause GCC;

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

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

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

For the purposes of this Clause:

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

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

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

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

(v) “obstructive practice” is

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

(bb) acts intended to materially impede the exercise of the Trust’s inspection and audit rights provided

	<p>for under Sub-Clause.10 of Clause 21 “Service Provider’s Responsibilities” GCC.</p> <p>(g)If the Trust, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.</p>
.3	<p>Termination by the Service Provider: The Service Provider may, by not less than thirty (30) days written notice to the Trust such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this sub-Clause .3 of this clause GCC, terminate this contract;</p> <p>If the Trust fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute settlement pursuant to “Dispute Settlement” Clause 5 of GCC within forty-five(45) days after receiving written notice from the service Provider that such payment is overdue;</p> <p>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 Service Provider may have subsequently approved in writing) following the receipt by the Trust of the Service Provider’s notice specifying such breach;</p> <p>If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Service for a period of not less than sixty(60) days; or</p> <p>If the Trust fails to comply with any final decision reached as a result of arbitration pursuant to “Dispute Settlement” Clause GCC.</p>
.4	<p>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.</p>
.5	<p>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</p> <p>(i) Such rights and obligations as may have accrued on the date of termination or expiration ,</p> <p>(ii) The obligations of confidentiality set forth in “Copyright, Confidential Information, and Ownership” Clause GCC,</p> <p>(iii) The Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 21.16 (ii) hereof, and (iv) any right which a party may have under the Applicable Law.</p>
.6	<p>Cessation of Services: Upon termination of this Contract by notice of either party to the other pursuant to sib-clauses .2 or .3</p>

	of this Clause GCC, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make very reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Service Provider, the Service Provider shall proceed as provided, respectively, by sub-clause .9 “Copyright, Confidential Information, and Ownership” Clause GCC.
.7	Payment upon Termination: Upon termination of this Contract pursuant to sub-Clauses .2 and .3 of this clause GCC, the Trust shall make the payments pursuant to Clauses GCC 18 hereof for services satisfactorily performed prior to the effective date of termination.
.8	Disputes about Events of termination: If either party disputes whether an event specified in paragraphs under sub-clauses .2 or .3 of this Clause GCC occurred, such party may, within forty-five (45) Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to “Dispute Settlement” clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Clause No.	16
Clause Heading	Modification
Sub-Clause No.	
.1	Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the service, may only be made by written agreement between the parties. Pursuant to sub-clause .18 of “Interpretation” Clause GCC hereof, however, each party shall give due consideration to any proposals for modification made by the other party.
.2	Introducing a Change: The Trust shall have the right to propose, and subsequently require, the Project Manager to order the Service Provider from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called “Change”), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Service Provider.
.3	The Service Provider may from time to time during its performance of the Contract propose to the Trust (with a copy to the Project Manager) any Change that the Service Provider considers necessary or desirable to improve the quality or efficiency of the Service. The Trust may at its discretion approve or reject any Change proposed by the Service Provider.
.4	Notwithstanding sub-clauses .2 and .3 of this clause GCC, no

	change made necessary because of any default of the Service Provider in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.
.5	Assignment: Neither the Trust nor the Service Provider shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
.6	Non- Exclusivity: In the event of non-fulfilment or shortcomings of the prescribed performance indicators/ services/ work in the contract by the service provider as per the project plan, then the purchaser reserves the right to appoint other providers to carry the work in the contract and the service provider shall have no objection for the same. In such an event the service provider shall compensate the loss incurred by the Purchaser appropriately, and assist to facilitate the work of the appointed provider.

D. PAYMENT

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

Clause No.	18
Clause Heading	Payment Terms
Sub-Clause No.	
.1	The Service Provider's request for payment shall be made to the Trust in writing, accompanied by an Invoice describing, as appropriate, the deliverable and upon fulfilment of other obligations stipulated in the Contract. The Contract Price shall be paid in Indian Rupees as specified in the SCC .
.2	No payment made by the Trust herein shall be deemed to constitute acceptance by the Trust of any deliverable.

<p style="text-align: center;">.3</p>	<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 Service Provider. In the event that the Trust fails to make any payment by its respective due date or within the period set forth in the Contract, the Trust shall pay to the Service Provider interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<p style="text-align: center;">.4</p>	<p>Mode of Billing and Payment: Billings and payments in respect of the services shall be made as follows:</p> <ul style="list-style-type: none"> (a) The Trust shall cause to be paid to the Service Provider an advance payment as specified in the sub-clause .2 of “Securities” Clause CCC, and as otherwise set forth below. (b) The Service Provider shall submit deliverables as per the Implementation schedule in Appendix-2 (Project Plan), and not later than fifteen (15) days after the end of each of the scheduled delivery dates, shall submit to the Trust in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to this Clause GCC for such payment. Each such statement shall distinguish that portion of the total eligible costs which pertains to human resource payments, showing Man days worked by each position or as defined in the contract terms, from that portion which pertains to other payments. (c) The Trust shall cause the payment of the Service Provider’s statements within Thirty (30) days after the receipt by the Trust of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Service Provider, the Trust may add or subtract the difference from any subsequent payments. Interest at annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date. (d) The final payment under this Clause shall be made only after the final deliverables and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Trust. The Services shall be deemed completed and finally accepted by the Trust and the final deliverables and the final statement shall

	<p>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 Service Provider specifying in detail deficiencies in the services and/or the final deliverables or final statement. The Service Provider shall thereupon promptly rectify any such deficiency, and upon completion of such rectifications, the foregoing process shall be repeated. Any amount which the Trust has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Service Provider to the Trust within thirty (30) days after receipt by the Service Provider 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.</p> <p>(e) All payments under this contract shall be made to the accounts of the Service Provider specified in the SCC.</p> <p>(f) Other conditions relating to payments shall be as specified at SCC</p>
.5	<p>Suspension</p> <p>The Trust may, by written notice of suspension to the Service Provider suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contact, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) direct the Service Provider to remedy such failure within a specified period, after receipt by the Service Provider of such notice of suspension. The process of suspension shall be as specified in SCC.</p>

Clause No.	19
Clause Heading	Securities
Sub-Clause No.	
.1	Issuance of Securities

	The Service Provider shall provide the securities specified below in favour of the Trust at the times and in the amount, manner, and form specified below.
.2	<p>Advance Payment Security</p> <p>(a)As specified in the SCC, the Service Provider 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 Service Provider from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Trust. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Service Provider immediately after its expiration.</p>
.3	<p>Performance Security</p> <p>(a)The Service Provider shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.</p> <p>(b)The security shall be a bank guarantee in the form provided in the Appendix-4, or it shall be in another form acceptable to the Trust.</p> <p>(c)The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.</p> <p>(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 Service Provider.</p>

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

<p>.1</p>	<p>For Goods or Services supplied locally, the Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Trust. The only exceptions are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.</p>
<p>.2</p>	<p>If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider, the Trust shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.</p>
<p>.3</p>	<p>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 Service Provider in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.</p>

E. RESPONSIBILITIES

Clause No.	21
Clause Heading	Service Provider's Responsibilities
Sub-Clause No.	
.1	Unless otherwise expressly limited in the SCC or Requirements, the Service Provider's obligations cover the performance of all Services required for the design, development, study and implementation of the Service, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
.2	The Service Provider shall, unless specifically excluded in the Contract, perform all such work not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for Acceptance of the Service as if such work were expressly mentioned in the Contract.
.3	<p>Standard of Performance: The Service Provider shall conduct all activities with due care, efficiency, economy and diligence, in accordance with the Contract and with the skill and care expected of a competent service provider of the related service area, or in accordance with best industry/academic practices. In particular, the Service Provider shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p> <p>The Service Provider shall always act, in respect of any matter relating to this contract or to the services, as a faithful service provider to the Trust and at all time support and safeguard the Trust's legitimate interests in any dealings with sub contractor or Third parties.</p>

<p>.4</p>	<p>The Service Provider confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Service provided by the Trust and on the basis of information that the Service Provider could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Service Provider relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.</p>
<p>.5</p>	<p>The Service Provider shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to sub-clause .2 “Termination” clause 15 of GCC.</p>
<p>.6</p>	<p>The Service Provider shall acquire in its name all permits, approvals, and/or licenses from all local, state, or central government authorities that are necessary for the performance of the Contract. The Service Provider shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Trust under GCC Clause 22.4 and that are necessary for the performance of the Contract.</p>
<p>.7</p>	<p>The Service Provider shall comply with the Applicable Law. The laws will include all Central and State laws that affect the performance of the Contract and are binding upon the Service Provider. The Service Provider shall indemnify and hold harmless the Trust from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or its personnel, but without prejudice to GCC Clause 22.1. The Service Provider shall not indemnify the Trust to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the Trust.</p>
<p>.8</p>	<p>The Service Provider shall, in all dealings with its labour currently employed on or connected with the Contract, pay due regard to all labour laws and regulations pertaining to the employment of labor.</p>

<p>.10</p>	<p>The Service Provider shall permit the Trust and/or persons appointed by the Trust to inspect the Service Provider’s offices and/or the accounts and records of the Service Provider and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Trust if required by the Trust. The Service Provider’s attention is drawn to Sub-Clause .2.f (v) (bb) of “Termination Clause” GCC, which provides, inter alia, that acts intended to materially impede the exercise of the Trust’s inspection and audit rights provided for under Sub-Clause .10 of this Clause GCC constitute a prohibited practice subject to contract termination as well as to a prohibition from future contracts with the Trust.</p>
<p>.11</p>	<p>Right of Publicity</p> <p>Any publicity by the Service Provider in which the name of the Trust is to be used should be done only with the explicit written permission of the Trust.</p>
<p>.12</p>	<p>Duplicate Payments</p> <p>The payments to the Service Provider pursuant to “Price” clause 18 of GCC hereof shall constitute the Service Provider’s sole payment in connection with the contract or the services and, subject to sub-Clause .13 of this clause GCC hereof the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the service or in the discharge of their obligation hereunder.</p>
<p>.13</p>	<p>Procurement Rules of Government</p> <p>If the Service Provider as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the Service Provider shall comply with any procurement guidelines of the Government and shall at all times exercise such responsibility in the best interest of the Trust. Any discount or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be to the account of the Trust.</p>

<p>.14</p>	<p>Service Provider and Affiliates not to engage in certain Activities</p> <p>The Service Provider agrees that, during the term of this contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any subcontractor and any entity affiliated with the subcontractor, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.</p>
<p>.15</p>	<p>Prohibition of Conflicting Activities</p> <p>The Service Provider shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (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.
<p>.16</p>	<p>Accounting, Inspecting and Auditing</p> <p>The Service Provider</p> <ul style="list-style-type: none"> (i) shall keep accurate and systematic accounts and records in respect of service hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Trust or its designated representative periodically, and up to five years from the termination of this contract, to inspect the same and same and make copies thereof as well as to have them audited by auditors appointed by the Trust.
<p>.17</p>	<p>Service Provider’s Action requiring The Trust’s prior Approval</p> <p>The Service Provider shall obtain the Trust’s prior approval in writing before taking any of the following actions appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name.</p>

.18	<p>Equipment and materials furnished by the Trust</p> <p>Equipment and materials made available to the Service Provider by the Trust, or purchased by the Service Provider with funds provided by the Trust shall be the property of the Trust and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Trust an inventory of such equipment and materials with the Trust’s instructions. While in possession of such equipment and materials, the service provider unless otherwise instructed by the Trust in writing, shall insure them at the expense of the Trust for an amount equal to their full replacement value</p>
.19	Other Service Provider responsibilities, if any, are as stated in the SCC .

Clause No.	22
Clause Heading	The Trust’s Responsibilities
Sub-Clause No.	
.1	The Trust shall ensure the accuracy of all information and/or data to be supplied by the Trust to the Service Provider, except when otherwise expressly stated in the Contract.
.2	The Trust shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to sub-clause .3 of “Termination” Clause 15 of GCC.
.3	The Trust shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably

	required for the proper execution of the Contract.
.4	If requested by the Service Provider, the Trust shall use its best endeavours to assist the Service Provider in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or central government authorities that such authorities or require the Service Provider or the personnel of the Service Provider, as the case may be, to obtain.
.5	The Trust will designate appropriate staff for the training courses to be given by the Service Provider and shall make all appropriate logistical arrangements for such training as specified in the Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
.6	Access to Facilities The Trust shall ensure that the Service Provider has, free of charge, unimpeded access to all required facilities as specified in SCC of the Trust in respect of which access is required for the performance of the Services.
.7	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 Service Provider's proposal/bid, the Service Provider shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.
.2	The Progress and other reports specified in the SCC shall be prepared by the Service Provider and submitted to the Trust in the format and frequency specified in the Requirements.
.3	The Service Provider shall formally present to the Trust the Project Plan in accordance with the procedure specified in the SCC.
.4	The Service Provider shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	
.1	<p>Instructions and Specifications</p> <p>(a)The Service Provider shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.</p>
.2	<p>Codes and Standards</p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Trust.</p>
.3	<p>Approval/Review of Documents by the Project Manager</p> <p>(a)If any dispute occurs between the Trust and the Service Provider in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Service Provider shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.</p> <p>(b)The Project Manager’s approval, with or without modification of the document furnished by the Service Provider, shall not relieve the Service Provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Service Provider by or on behalf of the Trust.</p> <p>(c)The Service Provider shall not depart from any approved document unless the Service Provider 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.</p>

.4	Inspections: The Trust or its representative shall have the right to inspect any of the ongoing works/activities, at any location.
.5	The Trust shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the SCC .

Clause No.	25
Clause Heading	Personnel
Sub-Clause No.	
.1	General: The service provider shall employ and provide such qualified and experienced personnel as are required to carry out the Services. All work shall be performed under the direct supervision of the Project Manager.
.2	<p>Description of Personnel</p> <p>(a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service of each of the service provider Key Personnel are described in Annexure 3. If any of the Key personnel has already been approved by the Trust his/ her name is listed as well.</p> <p>Provided that the aggregate of such changes shall not cause payments under this contract to exceed the contract price set forth in “Price” clause 18 of GCC of this Contract. Any other such changes shall only be made with the Trust’s written approval.</p> <p>(b) in case additional personnel are required due to empanelment of new hospitals the Service Provider shall deploy such personnel at the rates specified at Appendix 5 (Price Schedules). In case reduction in personnel is required due to de-empanelment of hospitals, the amount payable to the Service Provider shall be reduced as per appendix 5 (Price Schedules).</p> <p>(c) If additional work is required beyond the scope of the services in Appendix 1, the estimated periods of engagement of Key personnel set forth in Appendix 3 may be increased by agreement in writing between the Trust and the service provider provided that any such increase shall not, except as otherwise agreed in writing, cause payment under this contract to exceed the contract price set forth in “Price” clause 17 of GCC of this Contract.</p>
.3	Approval of personnel

	<p>The key personnel listed by title as well as by name in Appendix 3 hereby approved by the Trust. In respect of other key personnel which the Service Provider proposes to use in the carrying out of the services, the Service Provider shall submit to the Trust for review and approval a copy of their biographical data. If the Trust does not object in writing (stating the reason for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the Trust.</p>
<p>.4</p>	<p>Removal and / or Replacement of personnel</p> <p>(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 Service Provider it becomes necessary to replace any of the personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Trust</p> <p>(i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>(ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the Trust’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Trust.</p> <p>(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.</p>
	<p>Working Hours, Leave, etc.</p> <p>(a) Working hours and Holidays for personnel are set forth as per the Trust’s requirements.</p>

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

GCC Clause No.	1
Clause Heading	Definitions
Sub Clause No.	
.1 (b) (iii)	The Purchaser is: <i>[District Collector, _____ District]</i> .
.1 (b) (iv)	The Project Manager is: <i>[District Coordinator, AHCT, _____ District]</i> .
.1 (b) (v)	The Service Provider’s Representative is: Name: <i>[insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date”]</i> Title: <i>[if appropriate, insert: title]</i>
.1 (e) (vi)	<i>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.</i>

GCC Clause No.	3
Clause Heading	Representatives
Sub-Clause No.	
.1	(b)Authorized Member: _____
.2	Project Manager Extensions and /or Limitations:
.3	Service Provider’s Representative’s Extensions and/or Limitations:

Clause No.	4
Clause Heading	Notices
Sub-Clause No.	
.3	<p>Address of the Project Manager :, Fallback address of the Trust:</p> <p style="text-align: right;">Dr.NTR Vaidya Seva Aarogyasri Health Care Trust Door No. 8-2-293/82/a/ahct, Road No 46, Jubilee Hills, Hyderabad-500 033</p> <p>Address of the Service Provider's Representative _____ Fallback address of the Service Provider_____.</p> <p><i>[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI protocol]</i></p>

GCC Clause No.	5
Clause Heading	Dispute Settlement
Sub-Clause No.	
.2	<p>(i) Disputes shall be settled in accordance with the following provisions:</p> <p>If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities i.e. the Chief Executive Officer, Trust and the Chief Executive Officer of the Service Provider Organization/Company or a substitute thereof for amicable settlement.</p> <p>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,</p>

by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration & Conciliation Act.

(ii) Arbitration

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

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

The Service Provider and the Trust agree that an Award may be forced against the Service Provider and/ or the Trust, as the case may be, and their respective assets wherever situated.

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

(iii) Miscellaneous

In any arbitration proceeding hereunder:

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

GCC Clause No	6
Clause Heading	Copyright, Confidential Information, and Ownership
Sub-Clause No.	
.1	Copyright conditions (if any):
.2	<p><i>Persons, topics, and conditions for which the confidentiality clause does not apply.</i></p> <p>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 Service Provider and its Information Technologies.</p>
.3	Patient health related data shall remain confidential irrespective of time.
.4	Ownership: Restriction about the future use, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Trust.

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

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

GCC Clause No.	12
Clause Heading	Insurances
Sub-Clause No.	
.1(a)	The Service Provider shall obtain Third-Party Liability Insurance in the amount of <i>[insert: monetary value]</i> with deductible limits of no more than <i>[insert: monetary value]</i> . The insured Parties shall be <i>[list insured parties]</i> . The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its completion]</i> .
.1(c)	<p>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.</p> <p>Specifically: <i>[insert: requirements]</i>. The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its completion]</i>.</p> <p>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.</p> <p>The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of Contract or its completion]</i>.</p> <p>3. The supplier shall obtain insurance for all the equipment to which its personnel shall have access to in District Coordinator's Office premises for the performance of its services. The insurance shall cover the entire contract period.</p>

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No.	14
Clause Heading	Term
Sub-Clause No.	
.1	Effectiveness conditions: 1. All the resources under the contract shall be deployed.
.2	Commencement of Services: The Service Provider shall commence work within 24 hours from the Effective Date.

Clause No.	15
Clause Heading	Termination
Sub-Clause No.	
.1	Expiration of Contract and extension The contract shall terminate at the end of Twelve [12] months from the Effective Date and shall be extendible by a further period of three (3) months.
.4	Termination of Contract for Failure to Become Effective: The time from the date of signing of contract shall be 30 days.

D. PAYMENT

Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.1	The Contract Price shall be as specified Price Schedules (Appendix 5) of the Contract Agreement.

.2	The Contract Price shall not exceed the ceiling specified in the Price schedules at Appendix 5, and not subject to any alteration, except in accordance with the price adjustment formula (if any) specified in the SCC.
.3	The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

Clause No.	18
Clause Heading	Payment Terms
Sub-Clause	
.1	<p>Subject to the provisions of GCC Clause (Terms of Payment), the Trust shall pay the Contract Price to the BPO Service Provider according to the manner specified below.</p> <p>(a) Advance Payment: Nil</p> <p>(b) At the end of each month, an amount equivalent to the quoted monthly Contract Price shall be paid, subject to satisfactory performance of services and against receipt of Invoice in respect of each previous month during the Contract Period from the BPO Service Provider.</p>

Clause No.	19
Clause Heading	Securities
Sub-Clause No.	
.2(a)	<p>Advance Payment Security</p> <p>The Service Provider shall provide within fifteen (15) days of the notification of Contract award an Advance Payment Security in the amount of the Advance Payment specified in SCC for GCC Clause 18.1 above.</p>
.2(b)	Does not apply.
.3(a)	The Performance Security shall be for an amount equal to 5percent of the Contract Price.
.3(d)	The Performance Security shall be released after the expiry of 30

	days upon the expiration of contract.
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E. RESPONSIBILITIES

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

Clause No.	22
Clause Heading	The Trust’s Responsibilities
Sub-Clause No.	
.6	Details of Access to Facilities: The Service Provider shall have access to all the facilities required.
.7	Details of Counter Personnel: None
.9	Other Trust responsibilities: None

F. SUBJECT OF CONTRACT

Clause No.	23
Clause Heading	Project Plan
Sub-Clause No.	
.1	Project Plan shall be Annexure-2.
.2	<p>The Service Provider shall submit to the Trust the following reports:</p> <p>(a) <i>Monthly (Quarterly) progress reports, summarizing:</i></p> <p>(i) <i>results accomplished during the prior period;</i></p> <p>(ii) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(iii) <i>resources that the Service Provider expects to be provided by the Trust and/or actions to be taken by the Trust in the next reporting period;</i></p> <p>(iv) <i>other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness.</i></p>

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	
.2	Codes and Standards: Nil
.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. Two months roaster of staff deployment. 3. Document containing personnel replacements.
.4	Acceptance Certificate Issuance Details: None

APPENDIX 1

DESCRIPTION OF THE SERVICES

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

APPENDIX 2

PROJECT PLAN

(WITH DELIVERABLES AND DELIVERY SCHEDULE)

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

APPENDIX 3

KEY PERSONNEL

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

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

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

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

APPENDIX 4

Performance Security Form (Bank Guarantee)

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

Date:*[insert: date]*

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

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

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

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

This guarantee is subject to the Applicable Law.

[Signature(s)]

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

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

Advance Payment Security Form (Bank Guarantee)

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

Date:*[insert: date]*

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

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

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

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

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

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

Appendix 5
Price Schedules

Appendix 6
Minutes of Contract Finalisation Discussions and Agreed to Contract Amendments

Note: The above document of “Contract Agreement” is indicative in nature. In the event of change of its clauses/provisions in future due to any unavoidable circumstances, the basic structure of this Contract Agreement shall be retained intact.