

APPENDIX C

AGREEMENT

**BETWEEN STATE BANK OF INDIA
AND**

State Bank of India

<RB/UID/Tender/2014-15/001>

<26.12.2014>

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1.1 Contract Form

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2014), between State Bank of India, a **body corporate** constituted **by and** under the State Bank of India Act, 1955 having Corporate Centre at '**State Bank Bhavan**', Madame Cama Road, Nariman Point, Mumbai-21 (hereinafter called "the Bank") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ incorporated underAct having its registered office at and principal place of business at (hereinafter called "the Service Provider") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Bank is desirous of availing services to facilitate its business vide their bid document /Work order number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Bank has accepted a Bid/Work Order by the Service Provider for the supply of those Services in the sum of _____ (hereinafter "the Contract Price").

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The General Conditions of Contract;
 - b) Appendix A: Description of Services
3. *The mutual rights and obligations of the Bank and the Service Provider shall be as set forth in the Contract, in particular:*
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Bank shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of State Bank of India

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

1.2 General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in India.(b) “Bank” means the entity purchasing the services under this Contract(c) “Contract” means the Agreement entered into between the Bank and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(f) “Enrolling Agency/ Enrolment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar
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	<p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of India.</p> <p>(i) “Registrar” means State Bank of India</p> <p>(j) “Service Provider” means any private or public entity that will provide the Services to the Bank under the Contract. The Service Provider is the Enrolling Agency whose bid to perform the Contract has been accepted by the Bank and is named as such in the Agreement</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Bank or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Annexure A hereto.</p> <p>(p) “Service Provider” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India</p> <p>(r) “UIDAI” means Unique Identification Authority of India</p> <p>(s) “In writing” means communicated in written form with proof of receipt.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Bank 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 Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	<p>Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified under:</p> <p>The addresses are:</p> <p>Bank: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider:</p> <p>_____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in clause 1.5.1 above.
1.6 Location	The Services shall be performed at such locations as are specified in Annexure A hereto and, where the location of a particular task is not so specified, at such locations, as the Bank may approve.
1.7 Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Bank or the Service Provider may be taken or executed by the following officials .:</p> <p>The Authorized Representatives are:</p>

	<p>For the Bank: Name of Officer _____</p> <p>For the Service Provider: Name of Official _____</p>
1.8 Taxes and Duties	The Service Provider and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Bank's policy to require that the Bank as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The Bank also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Bank in advance. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Bank; and includes collusive practice among Service Providers, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Bank of the benefits of free and open competition</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the Bank, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope</p>

	of Work which was agreed to;
1.9.2 Measures to be taken by the Bank	<p>(a) The Bank may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</p> <p>(b) The Bank may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract</p>
1.9.3 Commissions and Fees	<p>c) Bank will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p>

	<p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date ____insert date. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	
2.2 a Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.2 b Termination of Contract subject to necessary approvals	<p>"Notwithstanding the duration of the contract stated in GC 2.4, the Registrar, without prejudice or liability, reserves the right to terminate the contract in the event necessary approvals for continuation of enrolment are not available to the Registrar"</p> <p>In case of termination as per this clause, all payments due to the Service Provider for the duration of work done shall be made by the Bank.</p> <p>In the event of termination of the agreement by Service Provider, all records, information including documents etc. shall be returned by Service Provider to the Bank as per instructions of the Bank.</p>
2.3 Commencement of Services	The Service Provider shall begin carrying out the Services not later than 15 days after the Effective Date specified at 2.1.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period as defined below.

	The time period shall be for a period of 3 years subject to payment of minimum remuneration by UIDAI at Rs.40/- per successful Aadhaar generation to the Bank
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under,

Contract	this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Bank, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8 Suspension	The Bank 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 Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination	
2.9.1 By the Bank	<p>The Bank may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Bank shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in the case of the event referred to in (l).</p> <ul style="list-style-type: none"> (a) If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Bank may have subsequently approved in writing. (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. (c) If the Service Provider, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the Service Provider submits to the Bank a false statement which has a material effect on the rights, obligations or interests of the Bank. (f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Bank. (g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Registrar/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Registrar/ UIDAI may decide to give one chance to the Service Provider to improve the quality of the services. h) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason including for no longer meeting the empanelment criteria laid down by the UIDAI based on

	<p>which the Service Provider was empanelled as n enrolling agency .</p> <p>(i) If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof .</p> <p>(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Service Provider found :</p> <ol style="list-style-type: none">1. Submission of false particulars/fake documents for securing empanelment.2. Information provided to UIDAI is found to be incorrect.3. Evidence of Sub-contracting of enrolment work4. Empanelment conditions are not met within the specified time period.5. Applicant becomes insolvent, bankrupt; resolution is passed for the winding up of the applicant's organization.6. Significant changes to the organization leading to change of management, or in the course being conducted, are not notified to UIDAI.7. Non co-operation during audits/inspections by UIDAI/Registrars/auditing agencies empanelled/ appointed by these.8. Conditions arising from audits are not met within the specified time period.9. Misleading claims about the empanelment status are made.10. Clear evidence is received that empanelled agency is in breach of copyright.11. Non-adherence to the UIDAI enrolment processes and guidelines, which includes use of latest enrolment client version, timely client sync and upload of resident data packets.12. Not uploading correct enrolment center details.13. Poor quality of biometrics and demographics data.14. Poor performance reports/Complaints received against the Enrolment Agency.15. Usage of biometric devices which are not approved by UIDAI.16. Deploying Enrolment Operators/supervisors who either do not have their Aadhaar generated and/or are uncertified and /or inactive as per UIDAI activation protocols.
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	<p>17. Mismanagement of the enrolment centers. Poor performance reports from performance monitors.</p> <p>18. Not maintaining the confidentiality of the documents, data collected or any other violation of UIDAI data security guidelines for Enrolment Agencies.</p> <p>19. Non-provision of necessary infrastructure at the enrolment centers.</p> <p>20. Undertaking enrolment operations at locations without valid agreement /approval of the Registrars</p> <p>21. Soliciting information outside the scope of work</p> <p>22. Any other reasons deemed fit by UIDAI/Registrar</p> <p>l) If the Bank, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Bank terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Bank may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Bank for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated</p>
2.9.2 By the Service Provider	<p>The Service Providers may terminate this Contract, by not less than thirty (30) days' written notice to the Bank, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Bank fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) 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.</p> <p>(c) If the Bank fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Bank 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</p>

	by the Bank of the Service Provider's notice specifying such breach.
2.9.3 Cessation of Rights and Obligations	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
2.9.4 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the 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 every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Bank, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 and/ or GC 3.10 hereof.
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Bank shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(ii) to k(xxii) and l or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination; (a) In the event of termination of the agreement, Service Provider and SBI will settle all accounts due, after ratification by the Bank. (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j). and k(i), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Bank may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Bank. Applicable under such circumstances, upon termination, the Bank may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Bank within 30 days of

	termination date.
2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in paragraphs (a) through (k) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Bank based on mutual agreement. The rates used for the calculation of the 'Total Cost of Services' as given in clause 6.1 shall be effective for such extension.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General	
3.1.1 Standard of Performance	The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with third Parties.
3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and 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 Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Bank on the procurement of goods, works or services, the Service</p>

	Provider shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Bank. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Bank.
3.3 Prohibition of Conflicting Activities	The Service Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a)The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, biometric information and all documents, data and information of any nature collected in the course of enrolment of a resident.
	b)The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information collected in the course of enrollment for Aadhaar,
	c)The Service Provider shall not give access to the information or data collected in the course of enrolment to any person who is not authorized to handle the information or data. Information should only be given to personnel authorized by the Bank and only transmitted in the manner prescribed by the Registrar/UIDAI.
3.4 General Confidentiality	<p>a) Service Provider is aware that all information disclosed to the Service Provider by the Bank and all records, accounts, documents maintained by Service Provider are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as Service Provider would ensure for its own confidential & sensitive information. Service Provider shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents, representatives and Sub-Contractors as the case may be to ensure compliance with confidentiality obligations of Service Provider. A copy of the same should be furnished to the bank on demand by the Bank.</p> <p>b) Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per</p>

	<p>clause 3.1 above by Service Provider or its employees, agents, representatives, Sub-Contractors. SP further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.</p> <p>c) Service Provider specifically agrees that the confidentiality obligations of the Service Provider in terms of this agreement shall survive termination of this agreement.</p>
3.5 Insurance to be Taken Out by the Service Provider	<p>The Service Provider shall take out and maintain, at their own cost but on terms and conditions approved by the Bank, insurance against the risks, and for the coverage, as shall be specified below:</p> <p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(d) Bank's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p> <p>And</p> <p>(b) at the Bank's request, shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>

<p>3.6 Accounting, Inspection and Auditing</p>	<p>a) Service Provider specifically agrees to maintain all records accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc. for the benefit of the bank and /or UIDAI. Service Provider further acknowledges that the information/ data/ records etc. maintained by it in this regard solely belong to the Bank and Bank is the owner of the same. The Document Management will be as per the laid down guidelines of UIDAI DMS (Document Management System).</p> <p>b) Service Provider shall keep all the records isolate and clearly identify the documents, records and assets relating to KYR/KYR+ in order to protect the confidentiality of the information. Service Provider should take necessary safeguards to prevent comingling of information/ documents, records and assets.</p> <p>c) Service Provider specifically agrees that the Bank/UIDAI officials shall be entitled to inspect and audit the records maintained by Service Provider through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and Service Provider hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. Service Provider shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on the Service Provider in connection with the services performed by Service Provider for the Bank.</p> <p>d) Further, Service Provider specifically agrees that it shall allow access to the Regulatory Authorities concerned/UIDAI or persons authorized by them to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the Service Provider within a reasonable time. The persons authorized by them shall have right to obtain copies of the records, information etc. in possession of Service Provider. Service Provider further agrees that in case access is not allowed to the persons authorized by the Regulator for the purposes of inspection which results in imposition of supervisory fees by Regulator upon the Bank,</p>
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	<p>and the Bank is required to pay such supervisory fees to Regulator, Service Provider shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by the Regulator in addition to the right of the Bank/ Regulator to access the information</p> <p>e) Service Provider shall bear all expenses / costs & charges in connection with the inspection and audit either conducted by the Bank, RBI, UIDAI or other Regulatory Authorities.</p> <p>f) Service Provider specifically agrees that the Bank has full right to monitor and assess the performance of services by Service Provider and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the Service Provider in writing and Service Provider agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank within a period of 7 days.</p> <p>g) In the event of expiry of the period of the agreement, the Service Provider shall return/ handover all the above records to the authorized officer of the Bank.</p>
3.7 Sub-contracting	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract
3.8 Reporting Obligations	(a) The Service Provider shall submit to the Bank the reports and documents specified by the Bank, in the form, in the numbers and within the time periods as specified from time to time by the Bank.
3.9 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Bank or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Bank or its nominated agencies.
3.10 Equipment, Vehicles and Materials Furnished by	Equipment, vehicles and materials made available to the Service Provider by the Bank, or purchased by the Service Provider wholly or partly with funds provided by the Bank, shall be the property of the Bank and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make

the Bank	available to the Bank an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Bank's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Bank in writing, shall insure them at the expense of the Bank in an amount equal to their full replacement value.
3.11 Equipment & Materials Provided by the Service Providers	Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.
3.12 Intellectual Property Rights (IPR)	(a) The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Bank
3.13 Assignment	The Service Provider shall not assign, in whole or in part, their obligations under this Contract
3.14 Relationship between the Parties	<p>a) It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship by implication.</p> <p>b) Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.</p>
General Indemnity	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider . Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider .

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4. SERVICE PROVIDER'S PERSONNEL

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

5. OBLIGATIONS OF THE BANK

5.1 Assistance and Exemptions	The Bank shall use its best efforts to ensure that the Government shall issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
5.2 Payment	In consideration of the Services performed by Service Provider under this Contract, the Bank shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Total Cost of Services	<p>(a) Service Provider shall be paid fees as detailed in the bid/Work Order dated __.__.2014 issued by the Bank.</p> <p>(a.i) All other taxes including service tax, duties and other charges which may be levied shall be borne by the Service Provider and the Bank shall not be liable for the same.</p> <p>(a. ii) All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by SP</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 payments under this Contract shall not exceed the amount specified in Work Order dt.</p>
6.2 Currency of Payment	All payments shall be made in Indian Rupees

<p>6.3 Terms of Payment</p>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved</p> <p>(b) All payments under this Contract shall be made to the accounts of the Service Provider</p> <p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Bank in favour of the Service Provider 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Service Provider shall obtain sign-off for each milestone completed from the Bank and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Bank, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Bank shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Bank under this contract. 6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.): <p>Payment Schedule - Payments will be made by the Bank to the Service Provider as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, based on the monthly UIDAI Sanction order provided by UIDAI.</p>
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7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	<p>(a) The agreement shall be governed and construed in accordance with the Laws of Republic of India.</p> <p>(b) The parties agree to negotiate in good faith to resolve any dispute, difference or claim among the parties arising out of or in connection with the agreement. If negotiations do not resolve such disputes, then the dispute shall be resolved by arbitration in accordance with Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai. Both parties shall endeavour to decide upon a single common arbitrator. However, if parties are unable to agree upon a common arbitrator, each party shall appoint one arbitrator and the arbitrators appointed by each party shall appoint the third arbitrator. The language of arbitration shall be English and the award of the arbitrators shall be binding on both the parties.</p>

	(c)The parties agree to submit to the jurisdiction of the appropriate court in India in connection with any dispute between the parties under the agreement.
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9. LIQUIDATED DAMAGES

9.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
9.3	<p>The liquidated damages shall be applicable under the following circumstances:</p> <p>(a) Except as provided under GC 2.7, if the Service Provider fails to perform the services within the period specified in the Contract, the Bank may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the services supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery of performance, subject to a maximum of 10% of the value of the such services.</p> <p>(b) In addition, the Service Provider is liable to the Bank for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Bank, the Bank shall be free to impose any penalty as deemed fit. In addition, the Bank shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider</p>

10. ADHERENCE TO RULES & REGULATIONS

<p>10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions</p>	<p>a) Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by Service Provider as envisaged under this agreement. Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement. Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard. Service Provider hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this agreement on behalf of the Service Provider have full authority and power to execute this agreement and bind Service Provider.</p> <p>(b) Access to the data centre/ data processing sites and Bank's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Bank. The Service Provider shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Bank during the execution of the work.</p> <p>d) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p>
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	<p>(e) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(f) The Service Provider shall at all times indemnify and keep indemnified the Bank for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

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

12.1 Miscellaneous Provisions	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Service Provider shall notify the Bank of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) Each member/constituent of the Service Provider, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Bank for</p>
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	<p>performance of works/services under the Contract.</p> <p>(iv) The Service Provider shall at all times indemnify and keep indemnified the Bank against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(v) The Service Provider shall at all times indemnify and keep indemnified the Bank against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider.</p> <p>(vi) The Service Provider shall at all times indemnify and keep indemnified the Bank against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(viii) All materials provided to the Bank by Service Provider are subject to Country and <STATE> public disclosure laws such as RTI etc.</p> <p>(ix) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Bank</p>
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1.3 Annexure A to contract

DESCRIPTION OF SERVICES

Service Provider will:

- a) Work as Enrolment Agency (EA) for collection of the Demographic and Biometric data in the area assigned by the Bank for the limited period as decided by the Bank

- b) Coordinate with Circle/Regional Offices of the Bank to set up enrolment stations at locations/camps decided by Circle/Regional Offices
- c) Perform work as mentioned in 'Scope of Work', defined in **Appendix A**.
- d) Service Provider will use equipments, processes and engage people for this activity strictly in accordance with the standards prescribed by UIDAI from time to time
- e) The Bank will not provide any office or office space to Service Provider. Service Provider will have to arrange for the work place at their own cost and maintenance expenses.
- f) Service Provider shall submit a detailed work plan detailing the area to be covered including village level information in each week and the timelines for covering the enrolment work in the district to the Nodal Officer in Circle/Regional Office.-The work plan will be in line with the RFQ specified by UIDAI in terms of deployment of minimum enrolment stations, enrolment process and project implementation.
- g) Run information, education & communication campaign for creating awareness about Aadhar and publicity in the areas entrusted with Service Provider by the Bank for enrollment of residents for Aadhaar.
- h) Ensure that it adheres to Code of Conduct as defined in **Appendix A clause 1.7**.
- i) Supply forms as per the specimen provided by the Bank for capturing Know Your Resident (KYR) data as per specifications given by the Unique Identification Authority of India (UIDAI)
- j) Create awareness about Aadhaar UID , savings Bank Accounts and other products offered by the Bank
- k) Assist the residents in understanding and filling up the forms for capturing KYR .
- l) Identify 'Introducers' for Aadhaar enrolment in co-ordination with the Bank.
- m) Assist and Coordinate with Bank/UIDAI in identifying/engaging verifier for verification of Proof of Identity and Proof of Address with the original, as per UIDAI guidelines.
- n) Service Provider shall submit progress report of successful enrolments and areas covered by them on a weekly basis as decided and communicated by Bank, to the designated authority of the Bank, which will be advised to Service Provider in due course. In case progress of enrolment in the areas allotted to Service Provider is found to be unsatisfactory, the Bank reserves the right to reallocate the work/area to other Enrolment Agencies.

- o) Capture demographic, biometric data as per UIDAI specifications, and any other information) as per the Bank's specifications.
- p) The data captured by Service Provider as enrolment agent of the Bank, will be the property of the Bank and Service Provider will hold the same in its custody in trust. This data will neither be used by Service Provider nor will it be shared by Service Provider with any entity other than the Bank and UIDAI, at any point of time. Service Provider's engagement by the Bank for the project does not entitle Service Provider to be engaged in post project UID registration activities undertaken by the Bank.
- q) Print two copies of registration slips and keep attached with the forms.
- r) Upload/forward UID data packet to UIDAI.
- s) Provide any other services in connection with the Aadhaar enrolment project, as may be advised by the Bank in writing to the Service Provider.
- t) Payment will be released by the Bank on receipt of payments by the Bank from UIDAI, based on the monthly sanction orders made available by UIDAI.
- u) The Bank reserves the right to change the project implementation window. In such cases, changes in the same will be advised to Service Provider through email.
- v) Periodic MIS/ Reports as per the requirements of LHOs will be communicated to the Service Providers