

भारतम्

INDIA

उत्तर प्रदेश UTTAR PRADESH

AL 900762

AGREEMENT

THIS AGREEMENT is made on this 1st Day of June 2011, between

Principal Secretary (Revenue)/Divisional Commissioner Department of Revenue, Government of NCT of Delhi 5, Sham Nath Marg, Delhi-54. (Hereinafter called "the Purchaser") which expression shall

unless repugnant to the context thereof include his successors, heirs, assigns, of the one part,

and

Smart Chip Limited, having its head office at D-216 Sector 63 Noida, (U.P.) (hereinafter called "the Supplier") represented by Mr. Arun S. Nair, Senior Manager - Business Development, which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz. Selection of UID Enrollment Agencies for Govt. of NCT of Delhi. KALPA VRIKSHA II. Sabke Liye Aadhaar (eg. Name of bid) vide their bid document number PA-DSE(B)/2010-11/41770

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Services in the sum of Rs. 38.00/- per enrolment (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) The Special Conditions of Contract;

c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]:*

0 Appendix A: Description of Services

1 Appendix B: Reporting Requirements

2 Appendix C: Total Cost of Services

3 Appendix D: Duties of the Purchaser

4 Appendix E: Form of Bank Guarantee Bond


3. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:

a) the Supplier shall carry out the Services in accordance with the provisions of the Contract;

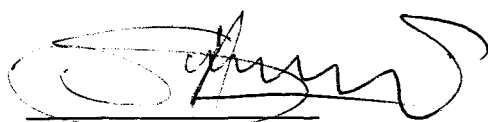
b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

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 **Principal Secretary (Revenue)/Divisional Commissioner** Department of Revenue, Government of NCT


[Authorized Representative]

For and on behalf of **Smart Chip Limited**


[Authorized Representative]
Arun S. Nair
Senior Manager - Business development



	<p>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 Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC
1.6 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Supplier and their Personnel shall pay 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 Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p>

[Handwritten Signature]

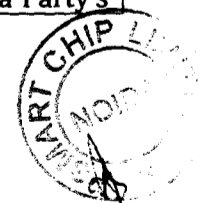


	<p>plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where 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 as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	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.
2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	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 nonperformance or delay in performance, and which makes a Party's

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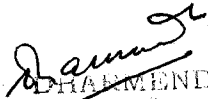


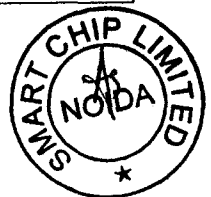
	<p>performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts 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</p> <p style="padding-left: 40px;">(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>
<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.7.3 Measures to be Taken</p>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p style="padding-left: 20px;">(i) Demobilize,; or</p> <p style="padding-left: 20px;">(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p>

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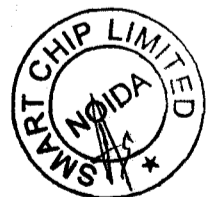
	(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.
2.8 Suspension	The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding 48 (Forty Eight) hours after receipt by the Supplier of such notice of suspension.
2.9 Termination	
2.9.1 By the Purchaser	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than 7 days' written notice of termination to the Supplier, and thirty (30) days' in the case of the event referred to in (e).</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within 48 (Forty Eight) hours after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(g) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Supplier 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 Supplier to improve the quality of the services.</p>


SHYAMENDRA
 Secretary (Revenue)
 & Divisional Commissioner
 Govt. of NCT of Delhi
 5, Sham Nath Marg, Delhi-54



	<p>(i) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>
2.9.2 By the Supplier	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, 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 Purchaser fails to pay any money due to the Supplier 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 Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser 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 Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
2.9.3 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (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 3.3 hereof, (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.</p>
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC</p>

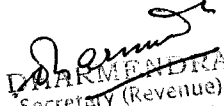

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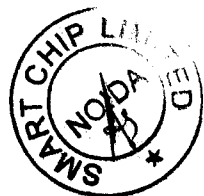


	<p>2.9.2, the Purchaser shall make the following payments to the Supplier: (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c) and (f) to (i), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</p>
2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in paragraphs (a) through (g) 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 Purchaser based on mutual agreement

3. OBLIGATIONS OF THE SUPPLIER

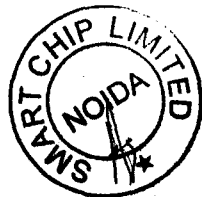
3.1 General	
3.1.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ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


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 Secretary (Revenue)
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 5, Sham Nath Marg, Delhi-54



	responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Supplier in the exercise of such procurement responsibility shall be for the account of the Purchaser.
3.2.3 Prohibition of Conflicting Activities	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract
3.3 Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Supplier	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Accounting, Inspection and Auditing	The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. (b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract. (c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, enrollment centres manned by the Supplier and oversee the processes and operations of the Supplier
3.6 Subcontracting	The Supplier shall not be permitted to sub-contract any part of its work, obligations, duties, or responsibilities under this contract
3.7 Reporting Obligations	The Supplier shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.8 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 Supplier under the execution of the contract, would lie exclusively with the

Sham Nath
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Secretary (Revenue)
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	Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.9 Equipment, Vehicles and Materials Furnished by the Purchaser	Equipment, vehicles and materials made available to the Supplier by the Purchaser, or purchased by the Supplier wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall not dispose of such equipment and materials. While in possession of such equipment, vehicles and materials, the Supplier, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser in an amount equal to their full replacement value.
3.10 Equipment and Materials Provided by the Suppliers	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
3.11 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 Purchaser
3.12 Assignment	The Supplier shall not assign, in whole or in part, their work or obligations under this Contract

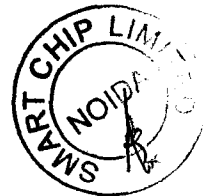
4. SUPPLIER'S PERSONNEL

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

5. OBLIGATIONS OF THE PURCHASER

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


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Duties	decreases the cost incurred by the Supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
5.3 Services, Facilities and Property of the Purchaser	a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix. (b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services.
5.4 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.

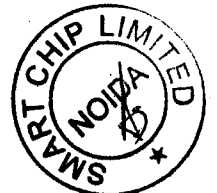
6. PAYMENTS TO THE SUPPLIER

6.1 Total Cost of Services	(c) If pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to earlier.
6.2 Currency of Payment	All payments shall be made in Indian Rupees
6.3 Terms of Payment	The payments in respect of the Services shall be made as follows: (a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC. (b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC. (c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with: (i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.

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

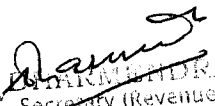

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	shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to 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	<p>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 and attempt to reach an amicable settlement through the following method:</p> <ul style="list-style-type: none"> • The matter shall be referred to a three member expert committee constituting of The Additional Director General (Delhi), UIDAI and two representatives nominated by GNCTD. • The three member expert committee shall hear the representations of both the sides and pass its verdict to resolve the issue in an amicable manner, which shall be applicable to both the parties. If the dispute cannot be amicably settled or either parties is not satisfied with the proposed solution within 60 days, clause GC 8.2 shall become applicable.
8.2 Arbitration	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser</p>


 ANIL KUMAR
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 & Divisional Commissioner
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	and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
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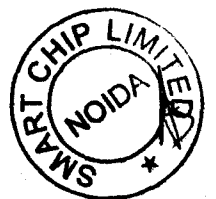
9. LIQUIDATED DAMAGES

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 Supplier fails to perform the services within the period specified in the Contract, the Purchaser 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 Supplier is liable to the Purchaser 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 Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier</p>

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p>
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 Secretary (Revenue)
 & Divisional Commissioner
 Govt. of NCT of Delhi
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	<p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall 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>(e) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project</p>

11. LIMITATION OF LIABILITY

11.1 LIMITATION OF LIABILITY	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement</p>
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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 Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p>
	<p>(iii) Each member/constituent of the Supplier, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract.</p> <p>(iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(v) The Supplier shall at all times indemnify and keep</p>

Dharmendra
DHARMENDRA
 Secretary (Revenue)
 Additional Commissioner
 Government of Delhi
 Block No. 54



indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier.

(vi) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like.

(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(viii) All materials provided to the Purchaser by bidder are subject to Country's public disclosure laws such as RTI etc.

(ix) The Supplier 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 Purchaser



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& Divisional Commissioner
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8.3 Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are: Purchaser: Principal Secretary (Revenue)/Divisional Commissioner Department of Revenue, Government of NCT Attention: 5 Sham Nath Marg, Delhi-54 Facsimile: 91-11-23962825, 23914805 Fax : 91-11-23931269 E-mail: uid.delhi@gmail.com</p> <p>Supplier: Smart Chip Limited Attention: D-216, Sector - 63, Noida - 201301 Uttar Pradesh Facsimile: 0120- 4072600, 0120- 4072798 E-mail: avneesh.prakash@smartchiponline.com</p>
{1.7}	The Supplier is : Smart Chip Limited
	<p>The Authorized Representatives are: For the Purchaser: Name of Officer For the Supplier: Arun S. Nair</p>
2.1	The effective date of the Contract: 01/06/2011
2.3	The date for the commencement of Services: 09/06/2011
2.4	The time period shall be the tenure of the contract till 15 th October 2011. The enrollment process should be completed by 30 th September 2011
3.5	<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 Supplier 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) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</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 Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.</p>

(Signature)
D. K. MENON
Secretary (Revenue)
& Divisional Commissioner
Govt. of NCT of Delhi
5, Sham Nath Marg, Delhi-54



LIMITA

5.1 (c)	The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract:
6.2	The amount in Indian Rupees (INR) is Rs. 38.00 per enrollment
6.3	<p>General terms and conditions of Payment Schedule</p> <p>1) All payments shall be made by the Purchaser in favour of the Supplier</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</p> <p>3) Supplier shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>7) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):</p> <p style="text-align: center;">Smart Chip Limited Account Number - 0906511021300147 Bank - BNP Paribas. East Tower, 25, Barakhamba Road New Delhi 110001 IFSC Code - BNPA0009065</p> <p>Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows: Payment Schedule</p> <p>Supplier shall submit to the Purchaser invoice on monthly basis for the enrollments done in the last month.</p>
8.2 (a)	Govt of NCT Delhi
8.2 (b)	The Arbitration proceedings shall take place in New Delhi in India.

Dharmendra

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& Divisional Commissioner
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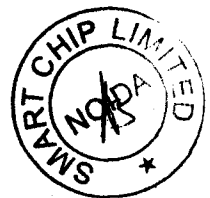
8.4 Appendices to contract

APPENDIX A - DESCRIPTION OF SERVICES

[Note: This Appendix will include the final Statement of Work (SOW), dates for completion of various tasks, locations of performance for different tasks/ activities, specific tasks/ activities /outcomes to be reviewed, tested and approved by Purchaser, etc.]

1. The functional scope of this engagement shall include all the steps from collection of demographic details as per KYR data requirements of GNCTD, to setting up an enrollment station/center for enrollment of residents for the UID project up to providing requisite MIS reports to Registrar and UIDAI on enrollments completed on a daily basis till the whole enrollment operation for the targeted population is completed. The functional scope shall also include the collection of demographic details as per the KYR data requirements of GNCTD.
2. The enrolling agency shall procure the devices as specified by UIDAI. The enrolling agency should procure web/digital camera and biometric devices (for facial, fingerprint and iris capture), used for capture of biometric data at the enrolling station, which conform to UIDAI specifications and certified by UIDAI appointed agencies.
3. The enrollment plan and schedule for the center shall be prepared by the Enrollment Agency and shared with the registrar. One Enrollment Centre can host a single or multiple Enrollment Stations.
4. The enrolling agency shall hire personnel, including operator, supervisor, technical and data entry operator, enrollment agent etc. well in advance and shall train them for requisite period. The enrolling agency shall furnish training plan and certify that all personnel have been trained as per the UIDAI guidelines.
5. Prior to the commencement of the Enrollment operations the Enrollment Agency shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrollment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI. Printing of all such publicity material, design/development of audio/video content shall be done by the bidder.
6. The Enrollment Agencies would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual. Enrolling Agency will conduct the UIDAI Enrolments as per the procedure prescribed by UIDAI.
7. The data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number. The printing of enrollment forms for collection of


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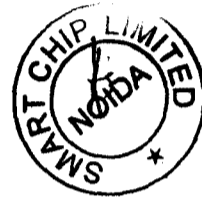
KYR data, along with the acknowledgments/receipts shall be done by the bidder in the format prescribed by UIDAI/Registrar.

8. Collection of the hard copies of the POA/POI documents and submitting it to GNCTD Principal Secretary, Department of Revenue, Government of NCT of Delhi for storage (Facility for storage shall be provided by the state government). EA will index the documents as per directions from GNCTD.
9. Enrolling agencies are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/their representative from time to time.

Timelines

The enrollment process should be completed by 30th September 2011, or any other extended timelines as mutually may be agreed upon, during the course of the project.


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APPENDIX C – TOTAL COST OF SERVICES

(Include here the rates quoted in the financial bid or the negotiated rates, whichever is applicable)

Supplier is entitled to citizens' enroll and based on such enrolment issuance of UID numbers, means a satisfactory continuation of the project; Supplier is entitled to raise monthly bills @Rs.38.00 for each enrolment.

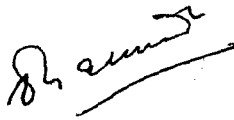
The rate of the contract is Rs. 38.00 (Thirty Eight Rupees) per UID enrolments. Smart Chip Limited has been awarded the contract for New Delhi, Central Delhi & North Delhi District (1 package) covering target population of 2115275

Therefore total cost of services is as follows:

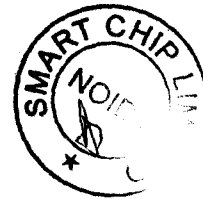
Target Population : 2115275 (North Delhi : 1028698, Central Delhi : 850817, New Del : 235760)

At the Rate : 38/- Rs

Contract Value : 2115275 *38 = 80380450/-



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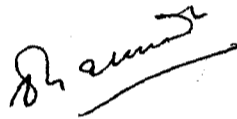
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