
SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

The provisions mentioned in this section will compliment, supplement or amend the provisions of the Conditions of Contract, Contract Forms, Annexures, Other Documents etc.

1. Clause 1 “**Definitions**” sub clause 1.1.19 of General Conditions of Contract is amended as follows:

“Subcontractor” means any entity to which the Contractor subcontracts any part of the Services.

2. Clause 7 “**Effectiveness of Contract**” sub-clause Clause 7.1 of General Conditions of Contract is amended as follows:

The term of this Contract shall commence on or upon the signing date of the contract and shall continue for a period of six (06) months after successful development and go-live of the website, unless earlier terminated in accordance with the provisions of this Contract. Breakdown of contract term timelines are as under:

- a. **[implementation time period as per successful bid to be mentioned]** months for implementation;
- b. Six (06) Months' Extended Support after successful go live.

The contract may be extended for another two terms of six (06) months each for post implementation maintenance and support services on satisfactory performance of the Contractor and on same terms and conditions, including contract price.

3. Clause 10 “**Starting Date/Expiration Date**” of General Conditions of Contract is amended as follows:

10.1 The Contractor shall start carrying out the Services immediately after the date of signature of the Contract by both parties.

10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, the Contract shall remain in force till completion of all contractual obligations by both Parties.

4. Clause 11 “**Entire Agreement**” sub-clause 11.1 of General Conditions of Contract is amended as follows:

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 statement, representation, promise or agreement not set forth herein. This Contract along with annexures contains the complete agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.

5. Clause 13 “**Force Majeure**” sub-clause 13.1 of General Conditions of Contract is amended as follows:

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of either Party to carry out its obligations.

Force Majeure shall not include:

- a. any action or failure to take action by a Party;
- b. any event which is caused by the negligence or willful act or omission of a Party or that Party’s sub-contractors/advisors/consultants or personnel or agents or employees; and
- c. any event which a diligent party could reasonably have been expected both: (i) to have taken into account at the time of the Effective Date of this Contract; and (ii) to have avoided or overcome in the course of carrying out its obligations under this Contract.

6. Clause 13 “**Force Majeure**” sub-clause 13.3 of General Conditions of Contract is amended as follows:

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. A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstance or event of Force Majeure and shall furnish such relevant information as is available relating to such event. Only those obligations of a Party that are affected by the events of Force Majeure shall be suspended until the Force Majeure conditions subside and during that period the Party shall continue to perform all other obligations that are not affected. Both Parties will work together to minimize the effects of Force Majeure as much as possible.

7. Clause 13 “**Force Majeure**” sub-clause 13.4 of General Conditions of Contract is amended as follows:

During the period in which the Contractor is unable to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to payment for the Services performed and for any portion of the Services not affected by the event of Force Majeure and continued to be performed by the Contractor. Subject to the Parties' prior mutual agreement, the Contractor may also be entitled to reimbursement of any additional costs reasonably and necessarily incurred during the period of Force Majeure to mitigate the adverse effects of the event(s), continuation of the affected Services where reasonably possible, and for reactivation of the Services following the cessation of the Force Majeure event.

8. Following clauses are added in Clause 14 **“Termination”** of General Conditions of Contract:

14.3 If the Procuring Agency terminates the Contract due to the Contractor's breach, payment made to the Vendor for any incomplete or un-accepted deliverables under this Contract shall be returned to the Procuring Agency. In addition, the Contractor shall also be required to compensate the Procuring Agency for any direct and consequential loss incurred by the Procuring Agency due to the cancellation of the Contract and any additional expenditure to be incurred by the Procuring Agency to appoint a new Contractor. This amount shall not exceed the price of the Contract. If the Procuring Agency intends to retain any of the Deliverables/Services, the Contractor shall only be obligated to compensate the Procuring Agency after deducting such costs.

14.4 The Procuring Agency may terminate the Contract if the Contractor:

- a. Engages in fraud, willful misconduct or actions that could jeopardize intellectual property rights, data security, confidentiality, business continuity;
- b. The Contractor consistently fails to meet agreed-upon timelines, response times, or agreed service level or support obligations;
- c. Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
- d. Fails to deliver necessary updates, legal compliance changes (e.g., updates required by applicable laws), or promised feature upgrades within the agreed timelines; and
- e. Is found to be negligent or fails to follow industry-standard safeguards which causes a security breach, system compromise, or loss of data.

14.5 During any notice period for termination of contract, both parties shall work collaboratively to ensure a smooth transition and minimize any disruption in Services.

14.6 The Contractor agrees that such termination shall not be entitled to any claim, demand, right or damages against the Procuring Agency other than the Services provided by the Contractor under this Contract. The Contractor agrees to promptly return, following the termination of this Contract or upon earlier request by the Procuring Agency, all information provided and all written material in the Contractor 's possession that (i) is supplied by the Procuring Agency in conjunction with the Contractor 's Services under this Contract or (ii) generated by the Contractor in the performance of Services under this Contract.

14.7 Upon termination of this Contract:

- a. the Contractor should immediately cease all Services (unless otherwise agreed);
- b. assist in transitioning to a new contractor (if required);
- c. certify the deletion of all the Procuring Agency's data from their systems and backups (if required); and
- d. the Procuring Agency will be entitled to a copy of the deliverables to the extent completed by the Contractor up to the date of termination in the form in which the same exists at that time and the payments are settled in favor of the Contractor by the Procuring Agency, as mutually agreed by the Parties.

14.8 All material containing any information acquired and/or collected as part of Services, or having received such information during the course of this Contract shall be returned to the Procuring Agency or at the request of the Procuring Agency such information be deleted or destroyed by the Contractor who shall certify such deletion/ destruction thereof up to the satisfaction of the Procuring Agency.

14.9 Upon expiration or termination of this Contract, whether for cause or convenience, the following provisions shall survive and remain binding on both the Procuring Agency and the Contractor:

- a. **Confidentiality:** All obligations related to the confidentiality and protection of information, data, including personally identifiable information (PII), shall remain in effect indefinitely or for the duration specified in the confidentiality clause or the Non-Disclosure Agreement (NDA), as applicable, signed between the Parties.
 - b. **Data Protection & Security:** The Contractor's responsibilities related to data protection, secure handling of records, compliance with applicable data privacy laws (e.g., international standards, local regulations etc.), and final data destruction shall continue until all of the Procuring Agency's data is securely returned or deleted and confirmed with written certification.
 - c. **Intellectual Property Rights:** Ownership rights related to documents, designs, creative work, schematics, prototypes, data, system configurations, workflows etc. provided by the Procuring Agency or developed by the Contractor on behalf of the Procuring Agency shall remain with the Procuring Agency and be unaffected by the termination, unless agreed otherwise in writing by the Parties.
 - d. **Audit Rights:** The Procuring Agency shall retain the right to audit the Contractor's systems, records, books, data handling, security practices etc. during and post-termination, related to provision of Services and specifically to validate compliance with intellectual property rights, data destruction and exit obligations. The Contractor shall facilitate the Procuring Agency in any such audits.
 - e. **Indemnity & Limitation of Liability:** Any indemnity obligations incurred during the contract period shall remain enforceable after termination, particularly in cases involving intellectual property rights, data breaches, loss of data, or violation of confidentiality.
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- f. Governing Law & Dispute Resolution: Any disputes arising from post-termination obligations or breaches of surviving clauses shall be subject to the governing law and dispute resolution procedures outlined in this Contract.

9. Section C “**Obligations of the Contractor**” Clause 15 “**General**” sub-clause 15.2 of General Conditions of Contract is amended as follows:

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.

10. Following clauses are added in Section C “**Obligations of the Contractor**” Clause 15 “**General**” of General Conditions of Contract:

15.3 The Contractor acknowledges and agrees that it shall, without incurring any additional cost to the Procuring Agency, be liable to re-perform and rework all or any part of the Services which are deficient, due to reasons attributable to the Contractor, in any manner.

15.4 The Contractor agrees and undertakes that it shall upon completion of work related to its Services submit the same for the Procuring Agency’s approval. The Procuring Agency will give its approval within due time.

15.5 In case the Procuring Agency identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against the Procuring Agency, and upon written request by the Procuring Agency, Contractor undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

11. Following clauses are added in Clause 16 “**Conflict of Interests**” of General Conditions of Contract:

16.3.4 The Contractor shall provide professional, objective, and impartial services & advice and at all times hold the interest of the Procuring Agency paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Contractor has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve in the best interest of the Procuring Agency. Failure to disclose said situations may lead to termination of this Contract.

12. Following clause is added in Clause 18 “**Contractor’s Actions Requiring Procuring Agency’s Prior Approval**” of General Conditions of Contract:
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18.1.3 The Contractor should not hire, change or substitute a Personnel, subcontractor or JV/consortium partner without the prior written consent of the Procuring Agency.

18.1.4 Except as provided in this Contract, Contractor shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of the Procuring Agency. Any such prohibited assignment or transfer shall be void.

13. Following clause is added in Clause 19 “**Reporting Obligations**” of General Conditions of Contract:

19.2 All Deliverables/Services shall be accepted as per the acceptance criteria set out at in this Contract. The Procuring Agency has the right to accept or reject all or part of a Services/deliverables in case of a non-conformity with the acceptance criteria specified or in violation of the terms of this Contract.

14. Clause 20 “**Liquidated Damages**” sub-clause 20.1 of General Conditions of Contract is amended as follows:

20.1 Delay in performance of Services, directly and solely attributable to the Vendor, beyond the lead time of maximum one (01) week after the scheduled delivery of Services, or any un-approved downtime of the website, may entail imposition of fine (liquidated damages) at the rate of half percent (0.5%) per day of delay or 1% per hour of down time, and to a maximum of 10% of the total Price. This condition may be waived off by NAFSA on its discretion or in case of force majeure which shall be proved by Vendor and supported by documentary evidence. Moreover, if Vendor fails to complete the Services within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; NAFSA, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Contract and forfeit performance guarantee of the Contractor.

15. Clause 21 “**Performance Guarantee**” sub-clause 21.1 of General Conditions of Contract is amended as follows:

Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of a bank guarantee in name of the Procuring Agency issued by a scheduled bank in Pakistan and amounting to ten percent (10%) of the Contract Value.

16. Clause 21 “**Performance Guarantee**” sub-clause 21.4 of General Conditions of Contract is amended as follows:

The **bank guarantee** submitted as performance guarantee shall be released on successful discharge of all contractual obligations by the Contractor, or if the

contract is terminated earlier in accordance with the terms and conditions of the contract, the Performance Guarantee shall be discharged if the same is not forfeited, disputed or claimed in accordance with the clauses of this Contract.

17. Following clauses are added in Clause 21 **“Performance Guarantee”** of General Conditions of Contract:

21.5 If the Contractor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Procuring Agency may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Contractor.

18. Following clauses are added in Section F **“Payments to the Contractor”** Clause 27 **“Contract Price”** of General Conditions of Contract:

27.2 Details/breakdown of the contract price (Price) is provided at **Annexure “Price Schedule”**. The Price is inclusive of all out-of-pocket expenses, applicable taxes & levies.

27.3 The Price shall remain fixed for the contract term, and any extension(s) thereto.

27.4 Upon successful completion of each deliverable / payment milestone, the Contractor shall get the Services Receipt Note (SRN) issued from Authorised Representative of the Procuring Agency as mentioned at Conditions of Contract Clause 6.1 and attach the same with its original tax invoice along with any other supporting documents e.g. tax exemption documents. The same shall be sent to the Finance department of the Procuring Agency for processing of payment. Any invoice having discrepant supporting documents, including SRN, shall not be considered for payment processing.

27.5 The Procuring Agency shall make the payment through online bank transfer, or any other banking channel as per its policy within thirty (30) days after receipt and acceptance of original error free invoice(s) from the Contractor. Taxes shall be deducted at source as per applicable laws.

27.6 Any increase and/or decrease or imposition of new tax(es) after bid submission or during contract period shall be adjusted according to the law.

27.7 No payment shall be made to the Contractor in advance as mobilization advance or on any other account.

27.8 The payment shall be made to Contractor only when it is on the Active Taxpayers List (ATL) of Federal Board of Revenue (FBR). If Contractor is not in

ATL at the time of processing of invoice, no payment shall be made until the Contractor appears in ATL of FBR.

19. Clause “**Payment Terms**” of Special Conditions of Contract is amended as follows:

Payment will be made to the Contractor against the procured goods and Services according to the actual invoice or running bills submitted by the Contractor against the Services provided within the time given in the conditions of the contract.

20. Clause “**Identifying Defects**” of Special Conditions of Contract is amended as follows:

The Defect Liability Period shall be forty five (45) days.

21. “**Guidance for Dispute Resolution**” of Special Conditions of Contract is amended as follows:

- i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during Contract period or thereafter and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.
- vi. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Contractor any monies due to the

Contractor.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both Parties.

Appointing Authority for Arbitrator:

By the mutual consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Procuring Agency and the Contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

22. Following clauses are added in the Conditions of the Contract:

33. Scope of Services

Contractor shall perform its services as per the detailed Scope provided in Annexure "Scope of Services" hereof.

34. Intellectual Property Rights and Licenses

34.1 All Intellectual Property Rights in the Deliverables/Services to be provided to the Procuring Agency shall be transferred irrevocably and exclusively by the Contractor to Procuring Agency or its nominee. For any software/licenses being utilized for the Deliverables/Services, the Contractor shall use original software/licenses. Procuring Agency shall not be responsible for any claim or adverse impact from use of pirated software/licenses by Contractor.

34.2 The Contractor shall not use any pirated and/or plagiarized content. It

shall be sole responsibility of the Contractor to use such material which is either freely available or if is copy right, the Contractor acquires or holds due rights to use such material and/or content. The Contractor shall hold harmless the Procuring Agency from any claim of copy right and/or intellectual property right for the materials/content used.

34.3 All Intellectual Property Rights in the Deliverables/Services to be provided to the Procuring Agency shall be transferred irrevocably and exclusively by the Contractor to Procuring Agency or its nominees. For any licenses being utilized for the Deliverables/Services, the Contractor shall upgrade the licenses from time to time and will grant Procuring Agency or its nominees a non-exclusive, unfettered Intellectual Property Right to use such licenses.

35. Confidentiality

35.1 The Contractor agrees to hold in confidence for a period commencing with the signing date and ending ten (10) years following the Term of this Contract, any information supplied to it by the Procuring Agency and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.

35.2 The Contractor further agrees to require its sub-contractors/vendors/consultants/advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by the Procuring Agency.

35.3 The provisions of clause 35 shall not apply to information within any one of the following categories:

- a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
- b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
- c. information received by a Party from any other person which did not have a confidentiality obligation with respect thereto; and
- d. other than as may be required by a governmental authority, and then only to the extent required,

35.4 Neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

36. Indemnity

36.1 The Contractor shall indemnify, protect and hold the Procuring Agency harmless from and against all claims, losses, costs, damages, expenses (including reasonable attorney fees) relating to or resulting directly from:

- a. an act or omission of the Contractor, its members, its subcontractors, its employees, its agents, suppliers or employees of its subcontractors in the execution of the Services under this Contract;
- b. Misappropriation of any third-party trade secrets or infringement of any of the Intellectual Property Rights or such other statutory infringements in respect of all components provided to fulfill the Services;
- c. claims made by the Contractor's employees, members, subcontractors' employees, who are employed by the Contractor under the Contract;
- d. gross negligence or gross misconduct solely attributable to the Contractor or its employees, agents, sub-contractors, sub-contractor's employees etc. for the purpose of any or all of the obligations under this Contract;
- e. any loss of data, loss of life etc. due to acts of the Contractor, its employees, agents, sub-contractors not just arising out of gross negligence or misconduct;
- f. non-compliance by the Contractor of any laws, governmental requirements and regulations; and
- g. an act, omission or commission in performance of the Services under the Contract.

37. Representation and Warranties

37.1 The Contractor represents and warrants to the Procuring Agency as follows:

- a. The Contract is signed by the authorized person, according to the laws of the jurisdiction of its incorporation/registration and according to the laws of Pakistan, to commit the Contractor to the terms and conditions of the Contract who has full authority to execute the Contract;
 - b. It and its sub-contractors, agents, suppliers or employees will not violate or contravene any law, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - c. It and its subcontractors, agents, suppliers or employees possess the skills, experience, expertise and ability to undertake and fulfill their obligations under all provisions of this Contract;
 - d. All software, hardware (if any), infrastructure materials and documentation supplied by the Contractor during the lifetime of the
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Contract shall meet the execution and delivery of the highest industry standards;

- e. Any services, functions or responsibilities not specifically described in this Contract which form an inherent or necessary part of the Deliverables/Services or are required for proper performance or provision of the Deliverables/Services shall be deemed to be included as part of the Deliverables/Services and will be provided by the Contractor at no additional cost to the Procuring Agency;
- f. The entry into and performance according to this Contract by the Contractor will not breach any contractual or other obligation owed by the Contractor to any other third party or any rights of any third party or any other legal provision;
- g. It and its sub-contractors, agents, suppliers or employees will obtain and maintain all appropriate registrations, approvals, licenses and permissions which are statutorily required to be obtained by the Contractor during the course of the Contract;
- h. It and its sub-contractors, agents or employees shall not infringe any of the Intellectual Property Rights of any third parties during the provision of Deliverables/Services under the Contract;
- i. It will assist the Procuring Agency in procuring any registrations, permissions or approvals, which may at any time during the course of the Contract be statutorily required to be obtained by the Procuring Agency for availing Services from the Contractor.
- j. It will not use any equipment not approved by Pakistan Telecommunication Authority;
- k. It shall timely and diligently participate in all meetings required by the Procuring Agency;
- l. It and its subcontractors, agents, suppliers and employees shall observe the highest standard of ethics during the term of the Contract;
- m. It shall not directly or indirectly engage any consultants, experts, sub-contractors or any personnel from India and/or Israel and acquire any goods or services there from.
- n. It and its staff, consultants, employees or any personnel thereof will not directly or indirectly engage in any corrupt, fraudulent, collusive, coercive or obstructive practices.

37.2 Each of the representation and warranty set out in clause 37.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or interference from the terms or conditions of any other representation or warranty in the Contract.

37.3 If at any time the Contractor becomes aware that a representation or warranty given by it under Clause 37.1 has been breached, has become untrue or has become misleading, it shall without undue delay notify the

Procuring Agency of the relevant occurrence in sufficient detail to enable the Procuring Agency to make an accurate assessment of the situation.

38. Miscellaneous

- 38.1 No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.
- 38.2 Severance. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.
- 38.3 Notices. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier to the nominated persons.
- Any change in the details of the authorized representatives shall be immediately communicated to the other party.
- 38.4 Authorization. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.
- 38.5 Status of the Contractor. The Contractor is and shall remain an independent party and not an agent, employee or representative of the Procuring Agency.
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- 38.6 Order of Precedence. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to incorporated therein:
- a. The Non-Disclosure Agreement signed between the Procuring Agency & the Contractor (if signed);
 - b. Special Stipulations to the Conditions to the Contract;
 - c. Special Conditions of Contract;
 - d. General Conditions of Contract;
 - e. The annexures/appendices/schedules to this Contract;
 - f. Clarifications & responses thereto during tender evaluation process;
 - g. Bid of the Contractor;
 - h. The Procuring Agency's response to pre-bid queries;
 - i. Complete RFP.
- 38.7 Contract Amendments. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing and signed by the duly authorized representatives of the Parties.
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