

SERVICE AGREEMENT

This Service Agreement (hereinafter called as “**CONTRACT**”) is made on **FEBRUARY 14, 2025** between:

IPE GLOBAL CENTRE FOR KNOWLEDGE AND DEVELOPMENT, a Section 8 Company incorporated under Indian Companies Act, 2013 with **CIN: U73100DL2013NPL253561**, and having its registered office at B-84, Defence Colony, New Delhi – 110024, India; Contact No.: +91-11-40755900; Facsimile: +91-11-24339534, **Email Id: procurement@ipeckd.org** and having its Project Office at _____; hereinafter referred to as “**CKD**” or the “**COMPANY**”;

AND

ABC, registered under the Companies Act 2013 with **CIN: _____**; with its registered office at _____; **CONTACT PERSON: XXXXXXXXXXXXXXXX**; **CONTACT NO: +91-900000000000**; **EMAIL ID: _____**; hereinafter referred to as the “**ABC**”.

GST NO OF ABC: _____

CKD and **ABC** are hereinafter collectively referred to as the “**PARTIES**” and individually as “**PARTY**”.

WHEREAS **CKD** has received a Grant agreement, hereinafter referred to as “**GRANT**”; by _____; hereinafter referred to as the “**DONOR**” for “**_____**” hereinafter referred to as “**PROJECT**”.

AND WHEREAS **ABC** agreed to carry out activities on the terms and conditions set forth herein and the annexures attached hereto; hereinafter referred to as “**ACTIVITIES**”.

FOLLOWING ANNEXURE FORMS AND INTEGRAL PART OF THIS CONTRACT:

ANNEXURE – I:	Statement of Work (SOW)
ANNEXURE – II:	Schedule of Price and Payment
ANNEXURE – III:	Suggested Format of Invoice

NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. COMMENCEMENT AND TENURE OF CONTRACT

- 1.1 The Activities under this Contract shall be deemed to have commenced from **FEBRUARY 14, 2025 (“START DATE”)** and shall be valid up to **JULY 31, 2025 (“END DATE”)** unless this Contract is terminated earlier in accordance with the terms and conditions of this Contract.
- 1.2 As per the Project requirement, the Contract shall be effective from the date of commencement of the Activities as mentioned above in Clause 1.1, notwithstanding such Activities may have commenced prior to the Contract date.

2. DUTIES OF ABC

- 2.1 For performance of the Activities, **ABC** shall depute _____ as _____; hereinafter referred to as “**CONSULTANT**” to **CKD** for effective implementation of the Project.
- 2.2 **ABC** shall provide such Activities and deliverables as defined in the Statement of Work (SoW). Activities performed by **ABC** under this Contract, is more particularly described in the SoW set forth in **ANNEXURE – I**.
- 2.3 It is expected that **ABC** will carry out the Activities under this Contract with due diligence and efficiency, in a practical manner designed to promote the objectives of the Project, and to confirm

and enhance the professional reputation of CKD, its Donors and associates. The inputs of ABC may be increased or decreased, within reason and with adequate notice, at discretion of the Project Management and CKD, and prior approval of the Donor.

- 2.4 It is expected that ABC will provide its input as per the work schedule finalized in consultation with the Team Leader and/or the Project Manager of the Project or any other professional nominated by him/her; hereinafter referred to as “**PROJECT MANAGER**”.

3. PLACE OF PROVIDING ACTIVITIES

- 3.1 All Activities under this Contract shall be supplied by ABC, from and final output is delivered to Project Site(s) as mentioned in the Grant and/or Statement of Work, for proper performance of its duty under this Contract.
- 3.2 Any working from Home Office (i.e., outside of Project Sites) has to be prior agreed/and or approved by the Project Manager.

4. REMUNERATION

- 4.1 CKD will make such payments to ABC in accordance with the attached Schedule of Price and Payment mentioned in **ANNEXURE – II**. In any event, payments under this Contract will not exceed a financial limit of **INR XXXX/- (INDIAN RUPEES XXXXXXXX ONLY)**; hereinafter referred as the “**FINANCIAL LIMIT**”. The Financial Limit is inclusive of all applicable taxes, by whatever name called. However, Goods and Services Tax (GST), subject to the provision of GST Rules, shall be paid in addition to this price, if and as per applicable laws.
- 4.2 No expenditure shall be incurred in excess of the Financial Limit other than those expressly provided in Annexure – II without prior written approval of the Project Manager and amendment to this effect is executed between the Parties. Any bank charges levied by ABC’s bank shall be borne by ABC.
- 4.3 Payments payable by CKD for the Activities under this Contract are deemed to cover the cost of remuneration, overseas inducements, leave allowances, bonuses, profit, taxes, insurances including insurance cover for any repatriation cost, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visa, vaccinations, overheads and expenses of whatsoever nature that may be incurred by ABC in the delivery of the Activities except where otherwise specifically provided for in this Contract.
- 4.4 The Professional fees and/or rates payable to ABC as stated in this Contract are not subject to any escalation during the performance of the Contract and/or the Project.
- 4.1 ABC shall submit duly filled Invoice as the suggested format attached in **ANNEXURE – III**) and complied with GST Network laws, with its Goods and Services Tax Identification Number (**GSTIN**) and address as a mandatory compliance with other necessary supporting documentation duly approved by the Project Manager. For payment purposes, the invoice shall be sent to the below-mentioned address and a scanned & signed copy to be emailed to the to the Project Manager:

IPE GLOBAL CENTRE FOR KNOWLEDGE AND DEVELOPMENT

B-84, Bhishma Pitamah Marg,
Defence Colony
New Delhi – 110024
India

GSTIN: xxx

5. TERMS OF PAYMENT

- 5.1 All payments under this Contract shall be made to ABC’s bank account, as per the details mentioned below, through Bank Transfer or Cheque. Any changes in the below-mentioned bank details would be done by way of amendment to this Contract.

BANK NAME:	
BANK ACCOUNT NAME:	
BANK ACCOUNT NO:	
BRANCH IFSC/SWIFT CODE:	
BRANCH ADDRESS:	

- 5.2 All payment shall be made against the receipt of a Valid Invoice¹, upon approval of the Deliverable/Reports/Milestones/Time Sheets by the Team Leader and/ or the Project Manager and on receipt of conforming payment from the Donor as elucidated in Annexure – II of this Contract. Total payable days/month/deliverables based shall be same as paid by the Donor. The payment will be made generally within **30 days** from the receipt of Valid Invoice and on receipt of conforming payment from the Donor. All payments under this contract shall be made in **INR**.
- 5.3 Statutory Income Tax deduction, as applicable, will be made from the invoiced fee for the Activities rendered to CKD as per prevailing laws. TDS Certificate will be furnished as per existing laws. The responsibility of paying tax on total income and filing the Income Tax returns shall be of ABC.
- 5.4 In case the Donor withholds part or full payment relating to ABC's inputs for reasons of quality of outputs not meeting required standards, CKD will withhold the same amount of payment to ABC. ABC will be expected to improve the outputs and on approval of the same by Donor, balance payments will be released to ABC.
- 5.5 Any disallowances by the Donor directly attributable to ABC will be deducted from payment to ABC. ABC will assist in appealing and re-invoicing for any such disallowance.
- 5.6 If for any reason, the Donor and/or CKD is dissatisfied with the performance of ABC an appropriate sum may be withheld from any payment otherwise due. Payments of outstanding dues shall be made on the remedy of unsatisfactory work or resolution of outstanding queries.

6. REPORTING

- 6.1 ABC shall work in close coordination with the Project Manager or any other person nominated and always act, in respect of any matter relating to this Contract or to the Activities, as faithful advisers to the CKD and the Donor and shall at all times support and safeguard CKD's and the Donor's legitimate interests in any dealings with third party.

7. TIME AND ATTENTION

- 7.1 During the continuance of this Contract:

- ABC shall be fully involved as per the agreed input days to the Project and shall not deviate without the written consent of the Project Manager;
- ABC will not conclude any contracts or incur any obligation or liability on behalf of or binding upon the Company, or sign any documents on behalf of the Company;
- ABC will not be concerned or interested in any other business of a similar nature to or competitive with that carried on by the Company or any of its Associated Companies or which is a supplier or customer of the Company or of its Associated Companies in relation to its service.

8. PERSONNEL

- 8.1 No changes or substitutions may be made to members of ABC's Personnel as identified to do the task as assigned as per this Contract without CKD's and/or Donor's prior written consent;

¹ An invoice is termed '**Valid Invoice**' when it is submitted with Goods and Services Tax Identification Number (**GSTIN**) and registered address, clearly specifying the break-up of GST charges, (in case applicable) along with approved conforming Deliverables/Milestones/Payments/Reports/Time Sheets and supported by relevant information, supporting documents, vouchers, etc. and on receipt of conforming payment from the Donor, as laid down in the Contract/Amendment/Addendum.

- 8.2 ABC, being the principal employer of its Personnel shall be fully responsible for all compliances, by whatever name called, under all applicable Laws in the country of ABC or the Project, or elsewhere.
- 8.3 The input days is budgeted as per the effort required to deliver the outputs under this Contract. However, the financial limits as mentioned in Annexure – II is firm and fixed and shall not exceed even if the number of actual input days exceeds the budgeted days.
- 8.4 In case ABC's Personnel leave the Project for any reason, or the Donor or CKD considers any member of ABC's Personnel unsuitable, ABC shall substitute such member within 15 days of such vacancy of the position, without direct or indirect charge to CKD with a replacement acceptable to Donor and CKD.
- 8.5 To discourage frequent replacement and ensure proper discipline in contract management any provisions as laid down in the Grant on replacement of the Personnel and/or Delay in Mobilization of the Personnel and/or Delay in Deliverables/Performing Activity would apply to ABC under this Contract.
- 8.6 The performance of all or part of this Contract by ABC shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of ABC or any Employee/Personnel/Resource of ABC or any subcontractor or any Employee/Personnel/Resource of any subcontractor by CKD at the present time or in the future.
- 8.7 ABC shall be responsible for timely payment of remuneration to its Personnel including out-of-pocket expenses. Any delay or non-performance by ABC's personnel due to such non-payment would be the entire responsibility of ABC.
- 8.8 ABC is responsible for all acts and omissions of ABC's Personnel and for the health, safety and security of such persons and their property. The provision of information by CKD shall not in any respect relieve ABC from responsibility for its obligations under this Contract.
- 8.9 ABC shall be responsible for the payment of wages to the Personnel/Employees/Staff/Consultants/Resources employed/engaged by it either directly or through its sub-contractors, as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971 any such in-country laws/rules/regulations. ABC shall abide by the provisions of the Payment of Wages Act, the Minimum Wages Act and other labour laws and regulations applicable to the Personnel/Employees/Staff/Consultants/Resources employed/engaged under this Contract, as laid down by the concerned authorities.
- 8.10 ABC shall indemnify and keep indemnified CKD and the Donor in respect of:
- (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by ABC, ABC's Personnel in connection with the performance of the Contract;
 - (b) any claim, howsoever arising, by ABC's Personnel or any person employed or otherwise engaged by ABC's, in connection with the performance of the Contract.

9. USE AND PROTECTION OF DATA

- 9.1 ABC shall not delete or remove any proprietary notices contained within or relating to Data. ABC shall not store, copy, disclose or use Data except as necessary for the performance by ABC of its obligations under this Contract or as otherwise expressly authorised in writing by CKD. To the extent that Data is held and/or processed by ABC, ABC shall supply the Data to CKD in the format(s) specified by CKD.
- 9.2 For the purpose of Clause 9.1, "Data" shall mean (a) the data, personal data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: (i) supplied to ABC by or on behalf of CKD; or (ii) which ABC is required to generate, process, store or transmit pursuant to this Contract;
- 9.3 ABC shall:
- 9.3.1 process the Data only in accordance with instructions from CKD and only to the extent and in such manner as is necessary for the provision of the Activities;

- 9.3.2 implement appropriate technical and organisational measures to preserve the integrity of the Data and to protect the Data against unauthorised or unlawful processing and against accidental loss, corruption, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected;
 - 9.3.3 take reasonable steps to ensure the reliability of ABC personnel who have access to the Data and ensure that such personnel are informed of the confidential nature of the Data and comply with the obligations set out in this Clause 9;
 - 9.3.4 ensure that none of ABC personnel publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by CKD; and
 - 9.3.5 permit CKD or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit ABC's data processing activities and comply with all reasonable requests or directions by CKD to enable it to verify and/or procure that ABC is in full compliance with its obligations under this Contract.
- 9.4 Upon receipt or creation by ABC of any Data and during any collection, processing, storage and transmission by ABC of any Data, ABC shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data. ABC shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site. ABC shall ensure that such back-ups are available to CKD at all times upon request, with delivery times as specified by CKD.
- 9.5 ABC shall ensure that the system on which it holds any Data, including back-up data, is a secure system. If Data is corrupted, lost or sufficiently degraded as a result of ABC's default so as to be unusable, CKD may:
- 9.5.1 require ABC (at ABC's expense) to restore or procure the restoration of Data and ABC shall do so as soon as practicable but not later than two days following written request from CKD; and/or
 - 9.5.2 itself restore or procure the restoration of Data and shall be repaid by ABC any reasonable expenses incurred in doing so.
- 9.6 If at any time ABC suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then ABC shall notify CKD immediately and inform CKD of the remedial action ABC proposes to take.

10. DATA PRIVACY

- 10.1 In connection with the performance of its obligations under this Contract, ABC undertakes to comply with the requirements of (and to take all necessary steps to ensure that by its acts or omissions it does not cause non-conformity of applicable data privacy laws for CKD and/or the Donor) applicable data privacy laws. No personal data shall be shared by ABC with CKD unless such sharing is required on a need-to-know basis in connection with Contract. In such a case, CKD will hold and process personal data provided by ABC in connection with this Contract and the Grant and may disclose and transfer such data to any other CKD's entities, Donor and such other third party, on a need-to-know basis, as CKD may reasonably deem necessary or appropriate. ABC warrants that it has the authority to grant such right.
- 10.2 ABC shall notify CKD forthwith, from the time it comes to the attention of ABC, that any CKD or any of its subsidiaries Confidential Information (including Personal Data) transferred by CKD to ABC has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful forms of processing. To the extent it is a transferee of Personal Data from CKD, ABC shall be under and shall assume identical and/or similar obligations that of CKD under the applicable data protection and privacy legislation in this regard relating to such Personal Data.

- 10.3 For the purpose of this Contract "Personal Data" shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person.

11. CONFIDENTIALITY

- 11.1 ABC shall not (except in the ordinary course of duties), during or after the period under this Contract, divulge to any person whatever or otherwise make use of (and shall use his/her best endeavors to prevent the publication or disclosure of) any trade secret or any confidential information concerning this business or finances of either parties or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the parties or any of their suppliers, agents, distributors or customers.
- 11.2 All notes and memoranda of any trade secrets or confidential information concerning the business of the either party or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by either party during the course of this Contract shall be the property of the respective party and shall be surrendered only to someone duly authorized in that behalf at the termination of this Contract.
- 11.3 During the tenure of this Contract, ABC shall not accept any assignment or participate in any bid which is in conflict with the interest of CKD or its associates.
- 11.4 Any follow-up or related activities which may arise out of the current Project, ABC will work through CKD or take necessary consent of the management to avoid any conflict of interest or non-compliance of Donor's regulations.

12. TERMINATION OF CONTRACT

- 12.1 CKD shall have the right to terminate this Contract without assigning any reason by serving a 30 days' notice to ABC.
- 12.2 However, on occurrence of any of the following events including but not limited to, CKD reserves the right to terminate this Contract, by giving a 15-days' notice:
- a. In case of the Donor terminating their Contract with CKD as a consequence of Force Majeure or any other reason;
 - b. ABC inability to carry out duties assigned for health or any other reason leading to incapacity to participate;
 - c. On the expiry (including earlier expiry as a result of any other terms of this Contract) of validity of this Contract unless renewed or extended further by way amendment to this Contract.
- 12.3 This Contract shall be liable to be terminated with immediate effect and ABC shall have no claim for additional costs arising out of or incidental to any such removal as per the below mentioned events including but not limited to. Further, CKD at its discretion will be entitled from ABC a refund (including any interest earned on such amount) of all the payments already paid under this Contract.
- (i) ABC has committed serious misconduct or have been charged with having committed a criminal action;
 - (ii) CKD believes in its sole discretion that fraud or serious mismanagement has occurred. This will include, but not limited to, any discrepancy or inaccuracy or misstatement in documents and/or information and/or records furnished by ABC or on its behalf, as part of its proposal/and or application and/or background checks and/or due diligence and/or verification & assessment during or prior to the Contract award;
 - (iii) On the judgement of the Team Leader/ Project Manager that the activities and behaviour of ABC is inappropriate to Project personnel, endanger the success of the Project, or contravene local laws and customs;
 - (iv) An authorised representative of the Donor requests removal of ABC from the Project;

- (v) ABC directly or through its downstream agencies, if any, either repeatedly fails to comply and/or violates with any of the terms of this Contract or is in material breach of the terms and conditions of this Contract or of the terms and conditions of any other CKD contract(s) (whether currently or previously in place);
- (vi) CKD and/or the Donor have reasonable cause to be dissatisfied with the performance of ABC;
- (vii) ABC abandons the Activities or otherwise plainly demonstrates the intention not to continue performance of its obligations under this Contract;
- (viii) ABC fails to comply to a notice issued by CKD related to rejection and/or any remedial for the defective Activities, within 7 days after receiving such notice;
- (ix) ABC at any time during the performance of the project goes into liquidation administration or other similar process, is dissolved or enters into any Contract with its creditors;
- (x) ABC, without the prior consent in writing of CKD assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Contract or any part, share or interest therein;
- (xi) There is a change in identity or character of ABC (such assessment to be made at CKD's sole discretion) including, but not limited to, through the take-over, merger, change of ownership or control.

12.4 Notwithstanding anything contained in this Contract or elsewhere, this Contract shall automatically terminate with immediate effect, if the Grant and/or the Project for which ABC is engaged, is suspended or terminated, or comes to an end before the agreed period. In such an event, this Contract shall cease immediately with such suspension or termination, or closure of the Grant and/or Project, and all obligations from CKD shall immediately cease.

12.5 Upon closure/termination of this Contract, ABC shall immediately return and/or handover to CKD, all documents (hard and/ or soft version, as applicable) and/or items of any nature whatsoever either supplied to ABC by CKD or developed by ABC under this Contract/ Project, including but not limited to open files, plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, back up files, hosting rights, codes, source codes, images, designs, algorithms, Content Management System, server subscription, access, details and credentials, third-party tools, third-party systems used for monitoring, etc., HTML files and other relevant documents, etc.

13. CHANGES TO THE TERMS AND CONDITIONS OF CONTRACT

13.1 This Contract shall constitute the entire agreement between the Parties and may not be altered or amended except by the written agreement of both Parties. No other duties, obligations and liabilities or warranties than those expressly provided in this Contract and its attachments shall be applied.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 ABC shall not without the written consent of CKD further assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract. CKD may, in granting of such consent provide additional terms and conditions relating to such assignment, sub-contract, novation or disposal and the terms and conditions of this Contract shall also flow down to all such sub-contracts.

14.2 In such a case, where CKD grants the right to ABC to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract, ABC shall be responsible for the acts and omissions of its sub-contractors or any down-stream individual or agency, by whatever name called, as through those acts and omissions were its own.

14.3 Where CKD grants the right to ABC to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract, ABC shall send copies of the sub-contract or any other contractual/legal document to CKD as soon as it is signed.

15. RECORDS AND AUDIT

- 15.1 ABC agrees to maintain full and accurate records, books, expenditure reimbursed by CKD and all payments made by CKD (“**RECORDS**”), in accordance with all applicable accounting standards, that enable CKD to monitor ABC’s compliance with this Contract. ABC shall keep copies of all Records and all other reports provided to CKD for at least seven years after the completion, abandonment or termination of the Contract or CKD ceasing to provide funding to ABC in respect of the Project.
- 15.2 ABC agrees to make the Records available to CKD and/or its representatives at reasonable times and locations for review and audit, and to comply with all reasonable requests of CKD for information and interviews regarding the Project. ABC shall ensure that any sub-contract it enters into includes the right of unrestricted access contained in this Clause. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Clause shall constitute a breach of this Contract.
- 15.3 ABC shall allow CKD’s representatives, including external consultants, to visit any Project sites and observe Project related activities on reasonable notice to enable CKD to monitor and evaluate the extent to which the objectives of the Project have been achieved in a successful and cost-effective manner. ABC agrees to provide reasonable assistance in connection with such visits, including by providing information regarding the Project activities and arranging times when appropriate Project personnel will be available and shall ensure that its sub-contractors provide such similar reasonable assistance. ABC shall, and shall ensure that its sub-contractors, cooperate with CKD and its agents in the conduct of such review, audit, evaluation or other action.
- 15.4 Subject to CKD’s obligations of confidentiality under this Contract, ABC shall on demand provide CKD (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to the audit(s), including:
- (a) all information requested by CKD within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by ABC and to any equipment used (whether exclusively or non-exclusively) in the performance of the Activities;
 - (c) reasonable access to its sub-contractors throughout the supply chain;
 - (d) access to ABC’s system;
 - (e) access to ABC’s Personnel.
- 15.5 Where it is found by CKD that any overpayment has been made to ABC, ABC shall reimburse CKD such amount within 30 days of the date of CKD’s written demand.

16. INTELLECTUAL PROPERTY RIGHT

- 16.1 ABC agrees to assign the copyright under this Contract to CKD and/or the Donor of any output, including but not limited to open files, plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, back up files, hosting rights, codes, source codes, images, designs, algorithms, Content Management System, server subscription, access, details and credentials, third-party tools, third-party systems used for monitoring, etc., HTML files and other relevant documents, content developed, etc., produced as a result of the Activities covered under this Contract, hereinafter collectively referred to as “**MATERIALS**”. Materials produced as a result of the Activities covered under this Contract together with all relevant data and supporting materials compiled in performing the Activities must not be used for any purpose unrelated to this Contract.
- 16.2 All Materials shall be the exclusive property of CKD and/or the Donor who shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right on the Materials. ABC shall procure any third-party rights in respect to Materials that it requires to execute this Contract.
- 16.3 ABC further acknowledges that, in the course of performance of the Contract, ABC may use pre-existing products, materials and methodologies proprietary to ABC, hereinafter collectively referred

to as **“PRE-EXISTING WORKS”**. To the extent ABC provides any Pre-existing Works hereunder, ABC hereby grants to CKD and the Donor, a nonexclusive, worldwide, perpetual, irrevocable paid-up license to use such Pre-existing Works in any medium and to grant others the rights granted therein.

- 16.4 ABC warrants that none of the Activities, including the Materials, will infringe the intellectual property right of any third party.
- 16.5 ABC should not at any time during or after the Contract divulge or allow to be divulged to any person confidential information related to the business of CKD other than to those persons who are involved for rendering Activities under this Contract.
- 16.6 ABC or ABC's Personnel shall not publish, disclose or divulge any of the Materials produced under this Contract to any third party unless directed in writing to do so by CKD.
- 16.7 Under no circumstances should ABC or ABC's personnel interact with or disclose any information about this Contract to or through any media, without prior approval of CKD. Any violation of this condition shall amount to breach of this Contract. However, if permitted, ABC shall give due credit to CKD and the Donor in such disclosures.

17. CONFLICT OF INTEREST

- 17.1 ABC warrants that at the time of entering into this Contract, ABC is not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this Contract and/or the Project.
- 17.2 ABC shall use his reasonable endeavors to ensure that no conflicts of interest arise in connection with this Contract and/or the Project and shall make available to CKD any information of which he is aware concerning any matter or assignment undertaken by any person connected with ABC that may give rise to a real or perceived conflict of interest with this Contract and/or the Project.
- 17.3 CKD shall be entitled to determine in his absolute discretion whether a conflict of interest real or perceived has or is likely to arise in connection with ABC's appointment under this Contract. Accordingly, without prejudice to any other right or remedy available to CKD, CKD may terminate the Contract in accordance with Clause 12 forthwith and without a period of notice.
- 17.4 CKD's Conflict of Interest Policy Statement may be viewed at, <https://www.ipeckd.org/wp-content/uploads/2021/07/Conflict-of-Interest-Policy.pdf>.

18. PREVENTION OF CORRUPTION

- 18.1 ABC will comply with CKD's Anti-Fraud and Corruption Policy.
- 18.2 ABC will not offer, give or agree to give, directly or indirectly, to CKD, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of CKD or any other party. ABC shall ensure that its sub-contractors, if any, are aware of, and will comply with, CKD Anti-Fraud and Corruption Policy. CKD's Anti-Fraud and Corruption Policy may be viewed at <https://www.ipeckd.org/wp-content/uploads/2021/07/Anti-Fraud-and-Anti-Corruption-Policy.pdf>.
- 18.3 CKD, ABC and ABC Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Activities, whether financed in full or in part by CKD, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.
- 18.4 In case of any such instances as mentioned in Clause 18.3 the below mentioned coordinates should be first contacted immediately. All suspicions will be treated with the utmost confidentiality.
 - CKD has a Corporate Risk and Compliance Department which deals with fraud and other forms of corruption that should be contacted in the first instance at hotline@ipeckd.org or on **+91-11-40755962**.

19. INSURANCES

- 19.1 ABC shall take insurance like Medi-Claim Insurance, Personal Accidental Insurance, Employer's liability, workers' compensation insurance for their Personnel working under this Contract and Professional Liability Insurance or any other insurances as required. The Insurance of Consultants as deployed for this assignment shall be the responsibility of ABC.
- 19.2 At the request of CKD, or its representatives, ABC is required to provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

20. INDEMNITY

- 20.1 Except where arising from the negligence of CKD or CKD's employees, ABC shall indemnify CKD in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by ABC or any claims made against CKD by third parties in respect thereof.

21. DUTY OF CARE

- 21.1 ABC owes a duty of care to ABC's Personnel and is responsible for the health, safety, security of life and property and general well-being of such persons and their property and this includes where ABC's Personnel carry out the Activities.
- 21.2 ABC warrants that it has and will throughout the duration of the Contract:
- (a) carry out the appropriate risk assessment with regard to its delivery of the Activities;
 - (b) provide ABC's Personnel with adequate information, instruction, training and supervision;
 - (c) have appropriate emergency procedures in place;
- to enable their provision of the Activities so as to prevent damage to ABC's Personnel's health, safety, security of life and property and general well-being.
- 21.3 The provision of information of any kind whatsoever by CKD and/or the Donor to ABC shall not in any respect relieve ABC from responsibility for its obligations under this Duty of Care Clause. The positive evaluation of ABC's proposal for the provision of the Activities and the award of this Contract is not an endorsement by CKD of any arrangements which ABC has made for the health, safety, security of life and property and well-being of ABC's Personnel in relation to the provision of the Activities.
- 21.4 ABC acknowledges that the CKD and the Donor accepts no responsibility for the health, safety, security of life and property and general well-being of ABC's Personnel with regard to ABC's Personnel carrying out the Activities under this Contract.
- 21.5 ABC shall indemnify and keep indemnified CKD and the Donor in respect of:
- (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by ABC, ABC's Personnel in connection with the performance of the Contract;
 - (b) any claim, howsoever arising, by ABC's Personnel or any person employed or otherwise engaged by ABC's, in connection with the performance of the Contract.
- 21.6 ABC will ensure that such insurance arrangements as are made to cover ABC's Personnel, or any person employed or otherwise engaged by ABC, and pursuant to ABC's duty of care as referred to in this Duty of Care Clause, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

22. COMPLIANCE WITH CKD POLICIES/STATEMENTS

- 22.1 CKD requires ABC to have adopted and ensure its compliant of appropriate CKD's Policies/Statements as applicable. As a condition to receipt of this Contract, ABC warrants that for the duration of the Project Period, it has adopted the following Policies/Statements and implemented related procedures and systems and established codes of practice consistent with established standards. CKD recognizes that the nature of appropriate policies standards will vary

depending on the nature of the organization, the environment in which it operates, and it is therefore ABC's responsibility to determine how best to implement and maintain these standards. ABC's compliance with this clause may be subject to review and audit by the Donor and/or CKD and/or its representatives. ABC agrees to adhere to the Policies/Statements listed below, in the provision of the Activities and acknowledge that ABC has read and understood the Policies/Statements and shall be responsible for complying with such Policies/Statements. It is further clarified that these Policies /Statements are deemed to be incorporated in this Contract.

CKD'S POLICIES/STATEMENTS	ACCESSIBLE ON CKD'S WEBSITE AT
Anti-Bullying Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.06--Anti-Bullying-Policy.pdf
Anti-Fraud and Anti-Corruption Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.07--Anti-Fraud-Anti-Corruption-Policy.pdf
Child Protection Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.03--Child-Protection-Policy-01.pdf
Code of Conduct Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.01--Code-of-Conduct.pdf
Conflict of Interest Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.09--Conflict-of-Interest-Policy.pdf
Duty of Care Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.12--Duty-of-Care-Policy-05.01.2022-1.pdf
Equity and Diversity Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.02--Equity-and-Diversity-Policy.pdf
Gender Policy Statement	https://www.ipeckd.org/wp-content/uploads/2024/05/Gender-policy-statement.pdf
Information Technology Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.10--IT-Policy-Rev.-01.pdf
Modern Slavery and Human Trafficking Statement	https://www.ipeckd.org/wp-content/uploads/2022/06/MSHT-Statement-CKD-1.pdf
Policy on Prevention of Sexual Exploitation and Abuse	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.04--Policy-on-Prevention-of-Sexual-Exploitation-and-Abuse.pdf
Prevention of Sexual Harassment Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.05--Prevention-of-Sexual-Harassment-Policy.pdf
The Whistleblower Policy	https://www.ipeckd.org/wp-content/uploads/2022/06/IPE-CKD.Policy.08--The-Whistleblower-Policy.pdf

- 22.2 CKD may vary or rescind any policies and/or procedures from time to time, in its absolute discretion. Not complying with CKD policies and/or procedures can lead to breach of this Contract.

23. FLOW DOWN OF DONOR SPECIFIED TERMS AND CONDITIONS

- 23.1 ABC confirms that it shall be responsible to the Donor and/or to CKD (as the case may be) on back-to-back basis for complying with all terms and conditions of the Grant between the Donor and CKD for the part, which relates to ABC's obligation for performance of Activities under this Contract.

24. ABC'S COVENANTS:

- 24.1 That there is no pending, current or threatened internal or external investigations or proceedings relating to allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unethical or unlawful behaviour connected with ABC or any of its senior management and staff.
- 24.2 That in the past 10 years ABC warrants that neither ABC nor any of its senior management and staff:

- a. Has ever been in situation of bankruptcy, insolvent, unable to pay his or its debts, nor have sought protection from their creditors, been wound-up or compulsorily dissolved by any court or tribunal or been involved in any insolvency and bankruptcy proceedings.
- b. Has ever been convicted of a criminal offence in any country related to fraud, theft, bribery, corruption, money laundering, human rights violations, tax-evasion, social security violation, anti-competitive or other unlawful or unethical behaviour.
- c. Has ever entered into any deferred prosecution agreement, settlement agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, money laundering, human rights violations, anti-competitive or other unlawful or unethical, behaviour;
- d. Has ever been convicted of an offence related to abuse of children;
- e. Has ever been listed by any country or Organization or any authority for being involved in terrorism or money-laundering activities;
- f. Has ever received or been the subject of allegations or press/media reports of misconduct - including fraud, bribery, theft, corruption, money laundering, human rights violations, anti-competitive behaviour (including bid-rigging, cartels, collusion or coercion), damage to the environment, health or safety of employees or employment or abuse of children;
- g. Has ever had cancelled or revoked or failed to hold any licence or membership of an Organization/firm required by law;
- h. Has been currently sanctioned by, disqualified, blacklisted, barred or suspended from doing business with any government, national or public international organization/firm including any multilateral development bank.

25. OTHER CONDITIONS

- 25.1 Invoice must contain name, address, GSTIN and such other particulars as stated in this Contract.
- 25.2 Words importing one gender include the other gender and words importing the singular include the plural and vice versa.
- 25.3 The inputs of ABC is budgeted as per the effort required to deliver the outputs under this Contract. The Financial Limit as mentioned in Annexure – II is firm and fixed and shall not attract any escalation during the tenure of this Contract.
- 25.4 The payments would be paid on actual input days spent by ABC for rendering Activities under this Contract.
- 25.5 ABC will be responsible for obtaining and maintaining its own applicable approvals and permits required for performing work under this Contract.
- 25.6 ABC will be responsible for compliance with all laws and regulations of the Government of India. CKD does not assume any liability for any third-party claims arising out of this Contract or for any taxes like GST, tax payable by ABC on the payable amounts under this Contract, etc. or by whatever name called in the country of ABC or elsewhere.
- 25.7 It is further clarified that it will be the responsibility of ABC to get itself registered and duly pay the GST as per applicable law and the same is uploaded on the GST Network to enable the Company to take necessary Input Tax Credit (ITC), failing which the Company would retain such amounts.
- 25.8 In case of a GST invoice, ABC shall ensure that such invoice is complied as per the GST Rules and has GSTIN and address on the invoice.
- 25.9 ABC shall ensure that the funds are never used for, and ABC shall not engage in, (i) any party-political activity, (ii) any activity to carry out religious conversions.
- 25.10 Withholding taxes, as applicable shall be deducted from fees payable under this Contract.
- 25.11 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between CKD and ABC.

- 25.12 While rendering Activities under this Contract, ABC shall represent CKD in any meeting, discussion, representation, etc. This Contract being between CKD and ABC, ABC or its Personnel/Employees/Staff/Consultants/Resources will not directly or indirectly deal or interact with Donor, or any third party associated with this Project in any manner. This Contract is between CKD and ABC and should not be deemed to have any contractual or otherwise relationship with the Donor.
- 25.13 This Contract constitutes the entire agreement between the Parties in respect of ABC obligations and supersedes all previous communications (whether written or oral) between the Parties.
- 25.14 If any provision of this Contract shall be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Contract will not in any respect be affected or impaired thereby.
- 25.15 Section headings used herein are for convenience of reference only, are not part of the Contract and shall not affect the construction of, or be taken into consideration in interpreting, the Contract.
- 25.16 In the event of translation, the English text of this document will prevail. Any amendments to the provisions contained within this Contract will be set out in writing and approved by the authorised personal through CKD's standard amendment letter or, where significant, a revised Contract.
- 25.17 Situation of outbreak of pandemics/epidemics in future will not be considered as a force majeure for purposes of Services under this Contract. The Sub-Consultant at all times will ensure to deliver their respective Services as per the Statement of Work in this kind of emergent situations.
- 25.18 ABC's obligations shall include, but not be limited to, a requirement that ABC employ all funds received under this assignment solely for Project purposes, and use reasonable efforts to ensure that funds received under this assignment are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities. ABC hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.
- 25.19 ABC shall immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to:
- hotline@ipeckd.org or on +91 11 40755962.
- 25.20 It is clarified that ABC would not be entitled to any indirect, special, punitive, incidental or consequential damages of whatsoever nature.
- 25.21 This Contract shall be construed, governed and interpreted in accordance with the applicable laws of India and courts of New Delhi shall have exclusive jurisdiction on this Contract. Both Parties to this Contract will make every attempt to resolve in an amicable way all difference concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof, shall be referred to an Arbitrator to be appointed in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 of India and rules made there under as amended from time to time and the decision of the Arbitrator shall be final and binding upon both Parties. Place of arbitration shall be New Delhi, India.

If this original Contract is not returned to CKD duly completed, signed and dated by ABC within 10 working days of the date of signature on behalf of CKD, CKD will be entitled, at its sole discretion, to declare this Contract void. No payment will be made to ABC under this Contract until a copy of the Contract, signed on behalf of ABC is returned to CKD.

This Contract may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Contract or in any other certificate, agreement or document related to this Contract, shall include images of manually executed signatures

transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Laws of India.

IN WITNESS THEREOF, the Parties hereto have executed this Contract as of the day and year first written above.

**FOR IPE GLOBAL CENTRE FOR KNOWLEDGE
AND DEVELOPMENT**

FOR _____

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

****END OF TERMS AND CONDITIONS****

ANNEXURE – I: STATEMENT OF WORK (SOW)

****END OF ANNEXURE – I: STATEMENT OF WORK****

ANNEXURE – II: SCHEDULE OF PRICE AND PAYMENT

I. SCHEDULE OF PRICE

A. Professional Fee

SL. NO	NAME	DESIGNATION	RATE (IN INR)	UNIT (IN MONTHS)	AMOUNT (IN INR)
1					
2					
3					
4					
5					
6					
SUB-TOTAL (A) IN INR					

B. Project Expenses (On Actuals)

SL. NO	PARTICULAR	RATE (IN INR)	UNIT (IN MONTHS)	AMOUNT (IN INR)
1				
2				
3				
4				
SUB-TOTAL (B) IN INR				
GRAND TOTAL (A+B) in INR				

- The amount of fee/expenses/rates under the above-mentioned Schedule of Price heads reflects the financial ceilings within the category. No virements between components shown in the Schedule of Price are permitted without the prior written approval of CKD.
- The unit price as mentioned under the Schedule of Price has been agreed to as per the budget submitted by ABC. There shall be no escalation to the fee/expenses/rates mentioned above, during the tenure of this Contract.
- All travel by ABC shall be undertaken with prior approval of the Team Leader and/or the Project Manager of the Project.

TOTAL FINANCIAL LIMIT: INR XXXX/- (INDIAN RUPEES XXXXXXXX ONLY)

II. SCHEDULE OF PAYMENT:

- The payments for the Professional Fee shall be made upon approval of the Deliverables/Milestones/Reports – as mentioned under *III. Payment Deliverables table below* – by the Project Manager and/ or Donor and on receipt of conforming payment from the Donor. It is a requirement that ABC shall maintain the timesheets of all project personnel for rendering Services under this Contract. ABC will be required to produce the same at a later date for Project audit purposes;
- The payment for the Project Expenses shall be reimbursed on actuals and on cost – *upto the upper ceiling, as mentioned above* – on submission of the original bills, boarding passes, receipts and vouchers of all expenses as mentioned under Project Expenses and after receipt of conforming payment from the Donor. The invoice for the Project Expenses shall be billed along with the respective Deliverables/Milestones/Reports – as mentioned under *III. Payment Deliverables table below*.
- The payment will be made generally within 30 days from the receipt of a Valid Invoice and on receipt of conforming payment from the Donor;

- Notwithstanding anything contained herein, the payment to ABC shall be made only after the corresponding invoice raised by CKD has been paid by the Donor.

III. PAYMENT DELIVERABLES:

SL. NO	DELIVERABLES	COMPLIANCE	PERCENTAGE	PAYMENT (INR)
1		Approval from the Project Manager and/or Donor and on receipt of conforming payment from the Donor		
2				
3				
4				
TOTAL			100%	

IV. NOTE:

- Above fee rates are inclusive of the anticipated inflationary increase over the duration of the Contract and hence will not be reviewed;
- CKD will not entertain any bill for alcohol, laundry, room services, use of sports facilities etc.;
- Payment will be made after deducting tax, as applicable;
- CKD will not reimburse costs for normal tools of trade (e.g. portable personal computers, phones, printers, etc.);
- All journeys by Rail or Air shall be made by a class of travel that is no more than Economy and through the shortest route possible;
- Pursuant to notification of Government of India in the Ministry of Finance (Department of Revenue) issued from time to time, it is mandatory for the GST Registered Taxpayers to generate E-invoice, if the turnover in any of the financial years from 2017-18 onwards exceeds the limits defined. ABC shall adhere to the requirement of said notifications and submit the valid Invoice / E-invoice accordingly.

****END OF ANNEXURE – II: SCHEDULE OF PRICE AND PAYMENTS****

ANNEXURE – III: SUGGESTED FORMAT OF INVOICE

INVOICE

INVOICE NO.: _____

INVOICE DATE: _____

<< Name of Supplier >> << Address>>	IPE Global Centre for Knowledge and Development Bill To: <<Address>>
GSTIN Registration No.: PAN No.: Place of Supply:	IPE Global Centre for Knowledge and Development Ship To: <<Address>>

Contract For: _____	
Contract No.: _____	PO No.: _____
Contract Start Date: _____	Contract End Date: _____
Claim for the Period From: _____	Claim for the Period To: _____

SL. NO.	DESCRIPTION OF ACTIVITIES	SAC/HSN	AMOUNT (INR)
1.	XXXXXXXXXXXXXXXXXXXXX		XXXX
TOTAL (A)			XXXX
CGST @ XX%			XXX
SGST @ XX%			XXX
IGST @ XX%			XXX
TOTAL TAX (B)			XXXX
GRAND TOTAL (A+B)			XXXXX
IN WORDS: INDIAN RUPEES _____ ONLY)			

AMOUNT TO BE DRAWN/TRANSFERRED IN THE NAME OF:

Name: _____

Account No.: _____

Name & Address of Bank: _____

IFSC/SWIFT Code: _____

This Invoice is in respect of carrying out Activities to CKD and is addressed purely for payment purposes. I certify that the amounts claimed in this Invoice have been wholly and necessarily incurred for the purpose of the engagement and this Contract and have not been claimed before.

SIGNATURE OF ABC

END OF ANNEXURE – III: SUGGESTED FORMAT OF INVOICE