

**SUB-CONSULTANCY CONTRACT**

This Sub-Consultancy Contract (hereinafter called as “**CONTRACT**”) is made on **MARCH 00, 2024** between:

**IPE GLOBAL LIMITED**, a Public Limited Company, limited by shares and registered under the Companies Act 2013 with **CIN: U74140DLI998PLC097579**; 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@ipeglobal.com](mailto:procurement@ipeglobal.com) and having its Project Office at \_\_\_\_\_; hereinafter referred to as “**IPE GLOBAL**” or the “**COMPANY**”;

**AND**

\_\_\_\_\_, 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 “**SUB-CONSULTANT**”.

**GST NO OF THE SUB-CONSULTANT:** \_\_\_\_\_

**IPE GLOBAL LIMITED** and the **SUB-CONSULTANT** are hereinafter collectively referred to as the “**PARTIES**” and individually as “**PARTY**”.

WHEREAS IPE Global has been awarded an agreement, hereinafter referred to as “**PRIME CONTRACT**”; by \_\_\_\_\_; hereinafter referred to as the “**CLIENT**” for “\_\_\_\_\_” hereinafter referred to as “**PROJECT**”.

AND WHEREAS the Sub-Consultant agreed to provide service on the terms and conditions set forth herein and the annexures attached hereto; hereinafter referred to as “**SERVICES**”.

**FOLLOWING ANNEXURE FORMS AND INTEGRAL PART OF THIS CONTRACT:**

<b>ANNEXURE – I:</b>	Statement of Work (SOW)
<b>ANNEXURE – II:</b>	Schedule of Price and Payment
<b>ANNEXURE – III:</b>	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 Services under this Contract shall be deemed to have commenced from **FEBRUARY 01, 2022 (“START DATE”)** and shall be valid up to **JULY 31, 2022 (“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 Services as mentioned above in Clause 1.1, notwithstanding such Services may have commenced prior to the Contract date.

**2. DUTIES OF SUB-CONSULTANT**

- 2.1 For performance of the Services, the Sub-Consultant shall depute \_\_\_\_\_ as \_\_\_\_\_; hereinafter referred to as “**CONSULTANT**” to IPE Global for effective implementation of the Project.
- 2.2 The Sub-Consultant shall provide such services and deliverables as defined in the Statement of Work (SoW). Services performed by the Sub-Consultant under this Contract, is more particularly described in the SoW set forth in **ANNEXURE – I**.

- 2.3 It is expected that the Sub-Consultant will carry out the services 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 IPE Global, its clients and associates. The inputs of Sub-Consultant may be increased or decreased, within reason and with adequate notice, at discretion of the Project Management and IPE Global, and prior approval of the Client.
- 2.4 It is expected that the Sub-Consultant 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 SERVICES

- 3.1 All Services under this Contract shall be supplied by the Sub-Consultant, from and final output is delivered to Project Site(s) as mentioned in the Prime Contract 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 IPE Global will make such payments to the Sub-Consultant 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 XXXXXXX 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 Sub-Consultant’s bank shall be borne by the Sub-Consultant.
- 4.3 Payments payable by IPE Global for the Services 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 Sub-Consultant in the delivery of the Services except where otherwise specifically provided for in this Contract.
- 4.4 The Professional fees and/or rates payable to the Sub-Consultant as stated in this Contract are not subject to any escalation during the performance of the Contract and/or the Project.
- 4.1 The Sub-Consultant 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 LIMITED**

Department of Tourism & Civil Aviation  
US Club Building, Shimla  
Himachal Pradesh – 171001, India

**GSTIN: XXXXXXXXXXXX**

**(THIS WILL CHANGE AS PER GST-REGISTERED ADDRESS)**

### 5. TERMS OF PAYMENT

5.1 All payments under this Contract shall be made to the Sub-Consultant'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 Invoice<sup>1</sup>, upon approval of the Deliverable/Reports/Milestones/Time Sheets by the Team Leader and/ or the Project Manager as elucidated in Annexure – III of this Contract. Total payable days/month/deliverables based shall be same as paid by the Client. The payment will be made generally within **30 days** from the receipt of Valid Invoice. 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 Services rendered to IPE Global 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 the Sub-Consultant.

5.4 In case the Client withholds part or full payment relating to Sub-Consultant's inputs for reasons of quality of outputs not meeting required standards, IPE Global will withhold the same amount of payment to the Sub-Consultant. The Sub-Consultant will be expected to improve the outputs and on approval of the same by Client, balance payments will be released to the Sub-Consultant.

5.5 Any disallowances by the Client directly attributable to the Sub-Consultant will be deducted from payment to the Sub-Consultant. The Sub-Consultant will assist in appealing and re-invoicing for any such disallowance.

5.6 If for any reason, the Client and/or IPE Global is dissatisfied with the performance of the Sub-Consultant 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 The Sub-Consultant 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 Services, as faithful advisers to the IPE Global and the Client and shall at all times support and safeguard IPE Global's and the Client's legitimate interests in any dealings with third party.

## 7. TIME AND ATTENTION

7.1 During the continuance of this Contract:

- The Sub-Consultant 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;
- The Sub-Consultant 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;
- The Sub-Consultant 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.

<sup>1</sup> 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 Client, as laid down in the Contract/Amendment/Addendum.

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## 8. PERSONNEL

- 8.1 No changes or substitutions may be made to members of Sub-Consultant's Personnel as identified to do the task as assigned as per this Contract without IPE Global's and/or Client's prior written consent;
- 8.2 The Sub-Consultant, 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 the Sub-Consultant 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 the Sub-Consultant's Personnel leave the Project for any reason, or the Client or IPE Global considers any member of the Sub-Consultant's Personnel unsuitable, the Sub-Consultant shall substitute such member within 15 days of such vacancy of the position, without direct or indirect charge to IPE Global with a replacement acceptable to Client and IPE Global.
- 8.5 To discourage frequent replacement and ensure proper discipline in contract management the provisions as laid down in the Prime Contract on replacement of the Personnel and/or Delay in Mobilization of the Personnel and/or Delay in Deliverables/Performing Activity would apply to the Sub-Consultant under this Contract.
- 8.6 The performance of all or part of this Contract by the Sub-Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Sub-Consultant or any Employee/Personnel/Resource of the Sub-Consultant or any subcontractor or any Employee/Personnel/Resource of any subcontractor by IPE Global at the present time or in the future.
- 8.7 The Sub-Consultant shall be responsible for timely payment of remuneration to its Personnel including out-of-pocket expenses. Any delay or non-performance by the Sub-Consultant's personnel due to such non-payment would be the entire responsibility of the Sub-Consultant.
- 8.8 The Sub-Consultant is responsible for all acts and omissions of the Sub-Consultant's Personnel and for the health, safety and security of such persons and their property. The provision of information by IPE Global shall not in any respect relieve the Sub-Consultant from responsibility for its obligations under this Contract.
- 8.9 The Sub-Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:
  - (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Sub-Consultant, the Sub-Consultant's Personnel in connection with the performance of the Contract;
  - (b) any claim, howsoever arising, by the Sub-Consultant's Personnel or any person employed or otherwise engaged by the Sub-Consultant's, in connection with the performance of the Contract.

## 9. USE AND PROTECTION OF DATA

- 9.1 The Sub-Consultant shall not delete or remove any proprietary notices contained within or relating to Data. The Sub-Consultant shall not store, copy, disclose or use Data except as necessary for the performance by the Sub-Consultant of its obligations under this Contract or as otherwise expressly authorised in writing by IPE Global. To the extent that Data is held and/or processed by the Sub-Consultant, the Sub-Consultant shall supply the Data to IPE Global in the format(s) specified by IPE Global.
- 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 the Sub-Consultant by or on behalf of IPE Global; or (ii) which the Sub-Consultant is required to generate, process, store or transmit pursuant to this Contract;

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### 9.3 The Sub-Consultant shall:

- 9.3.1 process the Data only in accordance with instructions from IPE Global and only to the extent and in such manner as is necessary for the provision of the Services;
  - 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 the Sub-Consultant 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 the Sub-Consultant personnel publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by IPE Global; and
  - 9.3.5 permit IPE Global or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Sub-Consultant's data processing activities and comply with all reasonable requests or directions by IPE Global to enable it to verify and/or procure that the Sub-Consultant is in full compliance with its obligations under this Contract.
- 9.4 Upon receipt or creation by the Sub-Consultant of any Data and during any collection, processing, storage and transmission by the Sub-Consultant of any Data, the Sub-Consultant shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data. The Sub-Consultant shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site. The Sub-Consultant shall ensure that such back-ups are available to IPE Global at all times upon request, with delivery times as specified by IPE Global.
- 9.5 The Sub-Consultant 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 the Sub-Consultant's default so as to be unusable, IPE Global may:
- 9.5.1 require the Sub-Consultant (at the Sub-Consultant's expense) to restore or procure the restoration of Data and the Sub-Consultant shall do so as soon as practicable but not later than two days following written request from IPE Global; and/or
  - 9.5.2 itself restore or procure the restoration of Data and shall be repaid by the Sub-Consultant any reasonable expenses incurred in doing so.
- 9.6 If at any time the Sub-Consultant suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Sub-Consultant shall notify IPE Global immediately and inform IPE Global of the remedial action the Sub-Consultant proposes to take.

## 10. DATA PRIVACY

- 10.1 In connection with the performance of its obligations under this Contract, the Sub-Consultant 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 IPE Global and/or the Client) applicable data privacy laws. No personal data shall be shared by the Sub-Consultant with IPE Global unless such sharing is required on a need-to-know basis in connection with Contract. In such a case, IPE Global will hold and process personal data provided by the Sub-Consultant in connection with this Contract and the Prime Contract and may disclose and transfer such data to any other IPE Global's entities, Client and such other third party, on a need-to-know basis, as IPE Global may reasonably deem necessary or appropriate. The Sub-Consultant warrants that it has the authority to grant such right.
- 10.2 The Sub-Consultant shall notify IPE Global forthwith, from the time it comes to the attention of the Sub-Consultant, that any IPE Global or any of its subsidiaries Confidential Information (including Personal Data) transferred by IPE Global to the Sub-Consultant 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 IPE Global, the Sub-Consultant shall be under and shall assume identical and/or similar obligations that of IPE Global 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 The Sub-Consultant 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, the Sub-Consultant shall not accept any assignment or participate in any bid which is in conflict with the interest of IPE Global or its associates.
- 11.4 Any follow-up or related activities which may arise out of the current Project, Sub-Consultant will work through IPE Global or take necessary consent of the management to avoid any conflict of interest or non-compliance of Client's regulations.

## 12. TERMINATION OF CONTRACT

- 12.1 IPE Global shall have the right to terminate this Contract without assigning any reason by serving a 30 days' notice to the Sub-Consultant.
- 12.2 However, on occurrence of any of the following events including but not limited to, IPE Global reserves the right to terminate this Contract, by giving a 15-days' notice:
- a. In case of the Client terminating their Contract with IPE Global as a consequence of Force Majeure or any other reason;
  - b. Sub-Consultant 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 the Sub-Consultant 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, IPE Global at its discretion will be entitled from the Sub-Consultant a refund (including any interest earned on such amount) of all the payments already paid under this Contract.
- (i) The Sub-Consultant has committed serious misconduct or have been charged with having committed a criminal action;
  - (ii) IPE Global 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 the Sub-Consultant 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 Sub-Consultant is inappropriate to Project personnel, endanger the success of the Project, or contravene local laws and customs;
- (iv) An authorised representative of the Client requests removal of Sub-Consultant from the Project;
- (v) The Sub-Consultant 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 IPE Global contract(s) (whether currently or previously in place);
- (vi) IPE Global and/or the Client have reasonable cause to be dissatisfied with the performance of the Sub-Consultant;
- (vii) The Sub-Consultant abandons the Services or otherwise plainly demonstrates the intention not to continue performance of its obligations under this Contract;
- (viii) The Sub-Consultant fails to comply to a notice issued by IPE Global related to rejection and/or any remedial for the defective Services, within 7 days after receiving such notice;
- (ix) The Sub-Consultant 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) The Sub-Consultant, without the prior consent in writing of IPE Global 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 the Sub-Consultant (such assessment to be made at IPE Global's sole discretion) including, but not limited to, through the take-over, merger, change of ownership or control.

12.4 IPE Global reserves the right to scale back or discontinue the Services and/or the Contract at any point, dependent upon performance of Sub-Consultant or if the Services and/or the assignment is not achieving the results anticipated.

12.5 Upon closure/termination of this Contract, the Sub-Consultant shall immediately return and/or handover to IPE Global, all documents (hard and/ or soft version, as applicable) and/or items of any nature whatsoever either supplied to the Sub-Consultant by IPE Global or developed by the Sub-Consultant 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 The Sub-Consultant shall not without the written consent of IPE Global 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. IPE Global 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 IPE Global grants the right to the Sub-Consultant 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, The Sub-Consultant shall be responsible for the acts and omissions of its sub-contractors or any downstream individual or agency, by whatever name called, as through those acts and omissions were its own.
- 14.3 Where IPE Global grants the right to the Sub-Consultant 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, the Sub-Consultant shall send copies of the sub-contract or any other contractual/legal document to IPE Global as soon as it is signed.

## 15. RECORDS AND AUDIT

- 15.1 The Sub-Consultant agrees to maintain full and accurate records, books, expenditure reimbursed by IPE Global and all payments made by IPE Global (“**RECORDS**”), in accordance with all applicable accounting standards, that enable IPE Global to monitor the Sub-Consultant’s compliance with this Contract. The Sub-Consultant shall keep copies of all Records and all other reports provided to IPE Global for at least seven years after the completion, abandonment or termination of the Contract or IPE Global ceasing to provide funding to the Sub-Consultant in respect of the Project.
- 15.2 The Sub-Consultant agrees to make the Records available to IPE Global and/or its representatives at reasonable times and locations for review and audit, and to comply with all reasonable requests of IPE Global for information and interviews regarding the Project. The Sub-Consultant 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 The Sub-Consultant shall allow IPE Global’s representatives, including external consultants, to visit any Project sites and observe Project related activities on reasonable notice to enable IPE Global to monitor and evaluate the extent to which the objectives of the Project have been achieved in a successful and cost-effective manner. The Sub-Consultant 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. The Sub-Consultant shall, and shall ensure that its sub-contractors, cooperate with IPE Global and its agents in the conduct of such review, audit, evaluation or other action.
- 15.4 Subject to IPE Global’s obligations of confidentiality under this Contract, the Sub-Consultant shall on demand provide IPE Global (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 IPE Global within the permitted scope of the audit;
  - (b) reasonable access to any sites controlled by the Sub-Consultant and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - (c) reasonable access to its sub-contractors throughout the supply chain;
  - (d) access to the Sub-Consultant’s system;
  - (e) access to the Sub-Consultant’s Personnel.
- 15.5 Where it is found by IPE Global that any overpayment has been made to the Sub-Consultant, the Sub-Consultant shall reimburse IPE Global such amount within 30 days of the date of IPE Global’s written demand.

## 16. INTELLECTUAL PROPERTY RIGHT

- 16.1 The Sub-Consultant agrees to assign the copyright under this Contract to IPE Global and/or the Client 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 Services covered under this Contract, hereinafter collectively referred to as **“MATERIALS”**. Materials produced as a result of the Services covered under this Contract together with all relevant data and supporting materials compiled in performing the Services must not be used for any purpose unrelated to this Contract.

- 16.2 All Materials shall be the exclusive property of IPE Global and/or the Client who shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right on the Materials. The Sub-Consultant shall procure any third-party rights in respect to Materials that it requires to execute this Contract.
- 16.3 The Sub-Consultant further acknowledges that, in the course of performance of the Contract, the Sub-Consultant may use pre-existing products, materials and methodologies proprietary to Sub-Consultant, hereinafter collectively referred to as **“PRE-EXISTING WORKS”**. To the extent the Sub-Consultant provides any Pre-existing Works hereunder, the Sub-Consultant hereby grants to IPE Global and the Client, 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 The Sub-Consultant warrants that none of the Services, including the Materials, will infringe the intellectual property right of any third party.
- 16.5 The Sub-Consultant 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 IPE Global other than to those persons who are involved for rendering Services under this Contract.
- 16.6 The Sub-Consultant or the Sub-Consultant’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 IPE Global.
- 16.7 Under no circumstances should the Sub-Consultant or Sub-Consultant's personnel interact with or disclose any information about this Contract to or through any media, without prior approval of IPE Global. Any violation of this condition shall amount to breach of this Contract. However, if permitted, the Sub-Consultant shall give due credit to IPE Global and the Client in such disclosures.

## 17. CONFLICT OF INTEREST

- 17.1 The Sub-Consultant warrants that at the time of entering into this Contract, the Sub-Consultant 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 The Sub-Consultant 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 IPE Global any information of which he is aware concerning any matter or assignment undertaken by any person connected with the Sub-Consultant that may give rise to a real or perceived conflict of interest with this Contract and/or the Project.
- 17.3 IPE Global 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 the Sub-Consultant’s appointment under this Contract. Accordingly, without prejudice to any other right or remedy available to IPE Global, IPE Global may terminate the Contract in accordance with Clause 12 forthwith and without a period of notice.
- 17.4 IPE Global’s Conflict of Interest Policy Statement may be viewed at, [https://www.ipeglobal.com/wp-content/uploads/2023/04/Conflict-of-Interest-Policy\\_2023.pdf](https://www.ipeglobal.com/wp-content/uploads/2023/04/Conflict-of-Interest-Policy_2023.pdf).

## 18. PREVENTION OF CORRUPTION

- 18.1 The Sub-Consultant will comply with IPE Global’s Anti-Fraud and Corruption Policy.

- 18.2 The Sub-Consultant will not offer, give or agree to give, directly or indirectly, to IPE Global, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of IPE Global or any other party. The Sub-Consultant shall ensure that its sub-contractors, if any, are aware of, and will comply with, IPE Global Anti-Fraud and Corruption Policy. IPE Global's Anti-Fraud and Corruption Policy may be viewed at, <https://www.ipeglobal.com/wp-content/uploads/2023/04/Anti-Fraud-Anti-Corruption-Policy-2023.pdf>.
- 18.3 IPE Global, the Sub-Consultant and the Sub-Consultant 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 Services, whether financed in full or in part by IPE Global, 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.
- IPE Global 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@ipeglobal.com](mailto:hotline@ipeglobal.com) or on +91-11-40755962.

## 19. INSURANCES

- 19.1 The Sub-Consultant 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 Sub-Consultant.
- 19.2 At the request of IPE Global, or its representatives, the Sub-Consultant 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 IPE Global or IPE Global's employees, the Sub-Consultant shall indemnify IPE Global 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 the Sub-Consultant or any claims made against IPE Global by third parties in respect thereof.

## 21. DUTY OF CARE

- 21.1 The Sub-Consultant owes a duty of care to the Sub-Consultant'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 the Sub-Consultant's Personnel carry out the Services.
- 21.2 The Sub-Consultant 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 Services;
  - (b) provide the Sub-Consultant's Personnel with adequate information, instruction, training and supervision;
  - (c) have appropriate emergency procedures in place;
- to enable their provision of the Services so as to prevent damage to the Sub-Consultant'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 IPE Global and/or the Client to the Sub-Consultant shall not in any respect relieve the Sub-Consultant from responsibility for its obligations under this Duty of Care Clause. The positive evaluation of the Sub-Consultant's proposal for the provision of the Services and the award of this Contract is not an endorsement by IPE Global of any

arrangements which the Sub-Consultant has made for the health, safety, security of life and property and well-being of the Sub-Consultant's Personnel in relation to the provision of the Services.

- 21.4 The Sub-Consultant acknowledges that the IPE Global and the Client accepts no responsibility for the health, safety, security of life and property and general well-being of the Sub-Consultant's Personnel with regard to the Sub-Consultant's Personnel carrying out the Services under this Contract.
- 21.5 The Sub-Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:
- (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Sub-Consultant, the Sub-Consultant's Personnel in connection with the performance of the Contract;
  - (b) any claim, howsoever arising, by the Sub-Consultant's Personnel or any person employed or otherwise engaged by the Sub-Consultant's, in connection with the performance of the Contract.
- 21.6 The Sub-Consultant will ensure that such insurance arrangements as are made to cover the Sub-Consultant's Personnel, or any person employed or otherwise engaged by the Sub-Consultant, and pursuant to the Sub-Consultant'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 IPE GLOBAL POLICIES/STATEMENTS

- 22.1 IPE Global requires the Sub-Consultant to have adopted and ensure its compliant of appropriate IPE Global's Policies/Statements as applicable. As a condition to receipt of this Contract, the Sub-Consultant 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. IPE Global 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 the Sub-Consultant's responsibility to determine how best to implement and maintain these standards. The Sub-Consultant's compliance with this clause may be subject to review and audit by the Client and/or IPE Global and/or its representatives. The Sub-Consultant agrees to adhere to the Policies/Statements listed below, in the provision of the Services and acknowledge that the Sub-Consultant 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.

IPE GLOBAL'S POLICIES/STATEMENTS	ACCESSIBLE ON IPE GLOBAL'S WEBSITE AT
Anti-Bullying Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Anti-Bullying-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Anti-Bullying-Policy_2023.pdf</a>
Anti-Fraud and Anti-Corruption Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Anti-Fraud-Anti-Corruption-Policy-2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Anti-Fraud-Anti-Corruption-Policy-2023.pdf</a>
Child Protection Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Child-Protection-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Child-Protection-Policy_2023.pdf</a>
Conflict of Interest Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Conflict-of-Interest-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Conflict-of-Interest-Policy_2023.pdf</a>
Disability Inclusion Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/11/IPE.HR_.Policy.08-Disability-Inclusion-Policy.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/11/IPE.HR_.Policy.08-Disability-Inclusion-Policy.pdf</a>
Duty of Care Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Duty-of-Care-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Duty-of-Care-Policy_2023.pdf</a>
Environment Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Environment-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Environment-Policy_2023.pdf</a>
Equity and Diversity Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Equity-Diversity-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Equity-Diversity-Policy_2023.pdf</a>

IPE GLOBAL'S POLICIES/STATEMENTS	ACCESSIBLE ON IPE GLOBAL'S WEBSITE AT
Information Technology Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Information-Technology-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Information-Technology-Policy_2023.pdf</a>
Modern Slavery and Human Trafficking Statement	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Modern-Slavery-Human-Trafficking-Statement_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Modern-Slavery-Human-Trafficking-Statement_2023.pdf</a>
Policy on Prevention of Sexual Exploitation and Abuse	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Policy-on-Prevention-of-Sexual-Exploitation-Abuse_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Policy-on-Prevention-of-Sexual-Exploitation-Abuse_2023.pdf</a>
Prevention of Sexual Harassment Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2023/04/Prevention-of-Sexual-Harassment-Policy_2023.pdf">https://www.ipeglobal.com/wp-content/uploads/2023/04/Prevention-of-Sexual-Harassment-Policy_2023.pdf</a>
The Whistleblower Policy	<a href="https://www.ipeglobal.com/wp-content/uploads/2022/12/whistleblower_policy.pdf">https://www.ipeglobal.com/wp-content/uploads/2022/12/whistleblower_policy.pdf</a>

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

### 23. FLOW DOWN OF CLIENT SPECIFIED TERMS AND CONDITIONS

23.1 The Sub-Consultant confirms that it shall be responsible to the Client and/or to IPE Global (as the case may be) on back-to-back basis for complying with all terms and conditions of the Prime Contract between the Client and IPE Global for the part, which relates to Sub-Consultant's obligation for performance of Services under this Contract.

### 24. SUB-CONSULTANT'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 the Sub-Consultant or any of its senior management and staff.

24.2 That in the past 10 years the Sub-Consultant warrants that neither the Sub-Consultant 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 Notwithstanding this, in the event of the Project for which the Sub-Consultant is being engaged, comes to an end before the aforementioned period, this Contract shall be co-terminus with the aforementioned Project.
- 25.4 The inputs of Sub-Consultant 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.
- 25.5 The payments would be paid on actual input days spent by the Sub-Consultant for rendering Services under this Contract.
- 25.6 The Sub-Consultant will be responsible for its own travel visa and other applicable approvals and permits while working under this Contract.
- 25.7 The Sub-Consultant will be responsible for compliance with all laws and regulations of the Government of India. IPE Global does not assume any liability for any third-party claims arising out of this Contract or for any taxes like GST, tax payable by Sub-Consultant on the payable amounts under this Contract, etc. or by whatever name called in the country of Sub-Consultant or elsewhere.
- 25.8 It is further clarified that it will be the responsibility of the Sub-Consultant 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.
- 25.9 In case of a GST invoice, the Sub-Consultant shall ensure that such invoice is complied as per the GST Rules and has GSTIN and address on the invoice.
- 25.10 The Sub-Consultant shall ensure that the invoice is complied as per the GST Rules and has GSTIN and address on the invoice.
- 25.11 The Sub-Consultant shall ensure that the funds are never used for, and the Sub-Consultant shall not engage in, (i) any party-political activity, (ii) any activity to carry out religious conversions.
- 25.12 Withholding taxes, as applicable shall be deducted from fees payable under this Contract.
- 25.13 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between IPE Global and the Sub-Consultant.
- 25.14 While rendering Services under this Contract, the Sub-Consultant shall represent IPE Global in any meeting, discussion, representation, etc. This Contract being between IPE Global and the Sub-Consultant, the Sub-Consultant or its Personnel/Employees/Staff/Consultants/Resources will not directly or indirectly deal or interact with Client, or any third party associated with this Project in any manner. This Contract is between IPE Global and the Sub-Consultant and should not be deemed to have any contractual or otherwise relationship with the Client.
- 25.15 This Contract constitutes the entire agreement between the Parties in respect of Sub-Consultant obligations and supersedes all previous communications (whether written or oral) between the Parties.
- 25.16 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.

- 25.17 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.
- 25.18 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 IPE Global’s standard amendment letter or, where significant, a revised Contract.
- 25.19 Current situation of outbreak of Covid-19 and similar situations 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.
- 25.20 The Sub-Consultant’s obligations shall include, but not be limited to, a requirement that the Sub-Consultant 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. The Sub-Consultant 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.
- 25.21 The Sub-Consultant shall immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to:
- [hotline@ipeglobal.com](mailto:hotline@ipeglobal.com) or on +91 11 40755962.
- 25.22 It is clarified that Sub-Consultant would not be entitled to any indirect, special, punitive, incidental or consequential damages of whatsoever nature.
- 25.23 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 IPE Global duly completed, signed and dated by the Sub-Consultant within 10 working days of the date of signature on behalf of IPE Global, IPE Global will be entitled, at its sole discretion, to declare this Contract void. No payment will be made to the Sub-Consultant under this Contract until a copy of the Contract, signed on behalf of the Sub-Consultant is returned to IPE Global.

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 LIMITED**

**FOR** \_\_\_\_\_

SCC Ref.:	IPE-SCC_DOM-2023 (000) – ABC
ERP PO No.:	0000

<b>NAME:</b> <b>DESIGNATION:</b>	<b>NAME:</b> <b>DESIGNATION:</b>
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**\*\*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

SR NO.	DETAILS	UNIT RATE (for each DD)	GST % & AMOUNT (If applicable)	TOTAL
1	Professional Fee for conducting Due Diligence of Companies/Firms NGOs/Trusts under Various Projects of IPE Global as per Statement of Work (SoW) mentioned in Annexure – I			

- 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 IPE Global.
- The unit price as mentioned under the Schedule of Price has been agreed to as per the budget submitted by the Sub-Consultant. There shall be no escalation to the fee/expenses/rates mentioned above, during the tenure of this Contract.
- All travel by the Sub-Consultant 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:

- Payments for the Fee shall be made upon approval of the Deliverables/Milestones/Reports – *as mentioned under point III Payment Deliverables below*, by the Project Manager and/or Client, in line with the scope of work mentioned in Annexure-I. For convenience, Sub-Contractor shall raise the invoice on fortnightly or monthly basis.
- It is a requirement that the Sub-Contractor maintains the timesheets of the personnel's inputs for rendering Services under this Agreement. The Sub-Contractor may be asked to produce the same at a later date for project audit purposes.
- All payments shall be generally made within 30 days of receipt of Valid Invoice.

### III. PAYMENT DELIVERABLES:

SL. NO	DELIVERABLES	TIMELINE	PERCENTAGE	PAYMENT (INR)
1	Submission of Draft DD Report, post conducting Due Diligence of Companies/Firms NGOs/Trusts under Various Projects of IPE Global as per Statement of Work (SoW) mentioned in Annexure – I		60%	
2	Submission of Final DD Report		40%	
<b>TOTAL</b>			<b>100%</b>	

### IV. NOTE:

SCC Ref.:	IPE-SCC_DOM-2023 (000) – ABC
ERP PO No.:	0000

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- Above fee rates are inclusive of the anticipated inflationary increase over the duration of the Contract and hence will not be reviewed;
- IPE Global will not entertain any bill for alcohol, laundry, room services, use of sports facilities etc.;
- Payment will be made after deducting tax, as applicable.
- IPE Global will not reimburse costs for normal tools of trade (e.g. portable personal computers, 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. The Sub-Consultant 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\*\***

SCC Ref.:	IPE-SCC_DOM-2023 (000) – ABC
ERP PO No.:	0000

**ANNEXURE – III: SUGGESTED FORMAT OF INVOICE**

**INVOICE**

**INVOICE NO.:** \_\_\_\_\_

**INVOICE DATE:** \_\_\_\_\_

<< Name of Supplier >> << Address>>	IPE Global Limited Bill To: <<Address>>  GSTIN Registration No.:
GSTIN Registration No.:	IPE Global Limited Ship To: <<Address>>
PAN No.:	
Place of Supply:	GSTIN Registration No.:

**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 SERVICES	SAC/HSN	AMOUNT (INR)
1.	XXXXXXXXXXXXXXXXXXXXX		XXXX
<b>TOTAL (A)</b>			<b>XXXX</b>
	CGST @ XX%		XXX
	SGST @ XX%		XXX
	IGST @ XX%		XXX
<b>TOTAL TAX (B)</b>			<b>XXXX</b>
<b>GRAND TOTAL (A+B)</b>			<b>XXXXX</b>
<b>IN WORDS: INDIAN RUPEES _____ ONLY)</b>			

**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 a supply of services to IPE Global 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 SUB-CONSULTANT**

**\*\*END OF ANNEXURE – III: SUGGESTED FORMAT OF INVOICE\*\***