



**Request for Proposals (RFP)**

**Renewal of Staff Benefits Insurance Policies for employees of John Snow India Private Limited (JSIPL)**

**RFP No: JSIPL/RFP/2025/HR/43**

**Part A: COVER PAGE**

**Issuance Date: August 2, 2025**

**Queries Due Date/Time: August 11, 2025 by 1700 Hrs**

**Response to Queries Date: August 14, 2025 by 1700 Hrs**

**Proposal Due Date/Time: August 29, 2025 by 1700 Hrs**

**Period of Performance:**

#	Policy Name	Current Expiry	Renewal Period
A	Group Medclaim Insurance + Group OPD Insurance Policy	October 24, 2025	October 25, 2024 – October 24, 2026
B	Group Personal Accident Insurance	October 24, 2025	October 25, 2024 – October 24, 2026
C	Group Term Life Insurance	October 24, 2025	October 25, 2024 – October 24, 2026

**John Snow India Private Limited (JSIPL)**, a subsidiary of JSI Research and Training Institute, a 501(c)(3) not-for-profit corporation registered in the state of Massachusetts, USA, is a leading public health organization dedicated to improving the health of individuals and communities across the country. We develop and implement high-impact, sustainable, and locally-owned public health initiatives. A robust interface and relationships with the government, private sector, and civil society allow us to convene and collaborate, innovate, inform policy, and develop sustainable & scalable models of programs. Over the years, JSIPL has become a recognized leader for its innovative approaches in reproductive, maternal, newborn, and child health (RMNCH), Immunization, urban health, Tuberculosis, nutrition, supply chain management, climate change, and health system strengthening.

**Purpose of RFP**

JSIPL is soliciting quotes for its Staff Benefits Insurance Policies from an accredited agency. We are inviting quotes from service providers to get the best available products and services in the market. Insurance providers are free to provide quotes for all or a selection of the above insurance policies. JSIPL reserves the right to select an insurance provider's proposal on any one or more policies.

Please submit your most competitive proposal in accordance with the instructions to bidders and terms of reference. Any award issued as a result of this RFP will be subject to all instructions, terms of reference/ specifications, certifications, terms and conditions and funder required clauses. This RFP document includes the following parts:

PART A:	Cover Page
PART B:	Instructions to Bidders
PART C:	Terms of Reference
Attachment A:	General Terms & Conditions

**All proposals, inquiries, and correspondence pertaining to this solicitation are to be directed to the email ID: [procurement.in@jsi.org](mailto:procurement.in@jsi.org)**

JSIPL is committed to the highest standards of ethics and integrity in procurement. JSIPL has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSIPL also strictly prohibits collusion (bid rigging) between Bidders and between bidders and JSIPL staff. JSIPL selects bidders purely on merit and will only engage bidders who demonstrate strong business ethics. Bidders must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to JSIPL employees. Bidders who do so will be disqualified from doing business with JSIPL. Additionally, JSIPL has a conflict-of-interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a Bidder, and if necessary, to refrain from participation in a procurement involving that Bidder.

## **Part B: INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS**

**Bidder/Client:** The firm submitting proposals for the services requested under this RFP and awarded the contract

**Contractor:** John Snow India Private Limited (JSIPL)

### **2. PROPOSAL SUBMISSION AND REQUIREMENTS**

Bidders are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Offers received after this due date and time will not be accepted for consideration.

#### **Questions and Information:**

All questions, clarifications and request for additional information (employee data, past policy, claims information etc.) regarding this RFP must be in writing and submitted to [procurement.in@jsi.org](mailto:procurement.in@jsi.org), with the subject line: Pre-Bid Queries: RFP No: JSIPL/RFP/2025/HR/43\_Staff Health Insurance Benefits, no later than **August 11, 2025 by 1700 Hrs.**

Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated interest in this RFP by **August 14, 2025**

Only written answers from JSIPL's authorized representative will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of JSIPL, or any other party, will not be considered official responses regarding this RFP.

#### **Submission of Proposals:**

The bidder's proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the bidder. The bidder must submit a complete proposal package on or before the due date and time **August 29, 2025 by 1700 Hrs** to [procurement.in@jsi.org](mailto:procurement.in@jsi.org).

The technical and financial proposals must be submitted as separate files, each with its own subject line as follows:

Technical Proposal: RFP No: JSIPL/RFP/2025/HR/43\_Staff Health Insurance Benefits

Financial Proposal: RFP No: JSIPL/RFP/2025/HR/43\_Staff Health Insurance Benefits

Technical proposals must not make any reference to pricing data in order to evaluate the technical proposal strictly on the basis of technical merit. File size for both the files cannot exceed 10 MB in one email; if your file size exceeds this, send it in 2-3 parts marking each part clearly in the subject line. The financial file must be password protected; JSIPL will ask about the password post evaluation of the technical proposals only from the shortlisted Bidders.

The written proposal must contain the following information and documentation:

**a) Technical Proposal Requirements/ Proposed Plan and Approach**

The Technical proposal shall describe how the bidder intends to carry out the Terms of Reference as stated in Part C. It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the bidder's eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Bidders shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

**b) Capabilities and Past Performance**

The bidder must submit a capabilities statement along with documentary evidence of three past performance records.

The capabilities statement will be used to evaluate the bidder's organizational, financial, and technical capacity, in relation to the Terms of Reference in Part C. The Capabilities Statement must include, but is not limited to: size of the agency, financial resources available to complete this work, staffing competencies and capabilities, past experience performing similar work with other donor organizations, and a company profile and/or brochure.

**c) Cost Proposal Requirements**

1. The bidder should submit their most competitive and complete cost proposal in the template provided below for the entire package of services described in Part C.
2. Quotes should contain details of Insurance Premium per employee / family and/or applicable management fee and taxes applicable on actual claims.
3. All costs must be stated in Indian National Rupee (INR).
4. Quotes must include validity of prices, no less than 90 days;
5. Please indicate all prices inclusive of GST.
6. The bidder must disclose in the proposal any legal or regulatory actions pending against the bidder
7. The bidder is required to obtain and submit comparative quotes from the following insurance companies.
  - Niva Bupa Health Insurance
  - HDFC ERGO Health Insurance
  - ICICI Lombard General Insurance
  - TATA AIG Health Insurance

### Other Requirements

<b>A</b>	<b>Agency Details</b>	
1.	Name of the Bidder/ Client	
2.	Address of the Bidder/Client	
3.	Type of organization (Whether Proprietorship, partnership, private proprietor/partners)	
4.	Telephone Number/Mobile Number	
5.	Email Address (Procurement)	
6.	Bidder/ Client Company Website info	
7.	Name, Address, Contact No and Email Id of the Directors/Proprietor/Partners	
8.	Name and contact details of Authorised Representative	
9.	Year of formation of the Bidder/ Client agency/company	
10.	GST Registration No	
11.	TAN Number	
12.	Bidder/ Client Agency Registration No	
13.	MSME Registration No	
14.	PAN No	
<b>B</b>	<b>Declaration</b>	
1	<p>Please declare whether you, or any associated agency or partner, are currently or in the past engaged in any business relationships or contractual arrangements with John Snow India.</p> <p>If yes,</p> <p>Please provide a matrix with the names and contact details of the associated agencies or partners, Individual along with a brief description of the nature of your engagement with JSIPL.</p>	
<b>C</b>	<b>Other details about company if any pls mention</b>	
	<p><b>Documents requirement</b></p> <ul style="list-style-type: none"> <li>● GST certificate</li> <li>● Pan Card</li> <li>● MSME Registration</li> <li>● Bidder/ Client Agency registration certificate</li> </ul> <p>Balance Sheet (Last 3 years balance sheet)</p>	

### 3. AWARD

JSIPL intends to select the insurance provider(s) for the Employee Health Insurance Services described in Part-C, based on the evaluation criteria outlined in this RFP. The selected provider(s) will be issued a purchase order or confirmation of award by JSIPL, following which the insurance policy/policies will be issued in favor of JSIPL and its employees as per the agreed terms and conditions. JSIPL may select

more than one provider and issue separate awards for different categories of insurance coverage, if deemed appropriate.

#### 4. EVALUATION CRITERIA

Technical proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in Other Requirements of Part B above. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Those proposals that are considered to be technically acceptable shall then be evaluated in terms of cost.

For the purpose of selection, the bidders will be evaluated based on a weighted point scale (totaling 100 points) against both the technical and financial criteria as indicated in the table below.

No.	Criteria	Points
<b>A. TECHNICAL:</b>		
1	<b>A comprehensive problem resolution driven, system-oriented Proposal Approach</b>  A holistic picture of Insurance Claim settlement mechanism - user friendly, systems centric, ease of access to information/updates, state-of-the-art methodology for processing insurance claims	20
2	<b>Qualification, experience &amp; service turnaround time of Key Personnel Serving the account</b>	20
3	<b>Technical Capabilities and Past Performance</b> <ul style="list-style-type: none"> <li>Professional Background of the Agency/ Insurance company</li> <li>Similar accounts like JSIPL handled</li> <li>Financial Viability Statement.</li> <li>Claim Settlement Ratio as per IRDAI, Quantum of Sum Assured handled in Health Insurance</li> <li>Past Performance Capability – Quality of services provided. Submission of reference/testimonials from three organizations (similar development sector organizations with PAN India presence), documenting past performance highlighting quality of service, rate of responsiveness and turnaround time for claim settlement.</li> <li>Responsiveness to and ability to meet requirements outlined in Part C - Terms of Reference as mentioned below</li> </ul>	30
	<b>Total Technical Assessment</b>	<b>70</b>
<b>B. FINANCIAL PROPOSAL:</b>		
1	Rationale of proposed insurance premium quotes ( <i>See cost proposal requirements</i> )	30
	<b>Total Financial Assessment</b>	<b>30</b>
<b>GRAND TOTAL:</b>		<b>100</b>

#### **4. TERMS OF AWARD**

This document is a request for proposals only, and in no way obligates JSIPL to make any award. Please be advised that under the Insurance Policy, services performed must be completed within the specified rate per individual staff / family. Any expenses incurred in excess of the agreed upon amount in the Insurance Policy will be the responsibility of the bidder and not that of JSIPL. Therefore, the bidder is duly advised to provide its most competitive and realistic proposal to cover all foreseeable expenses related to provide requested services.

#### **5. PROPOSAL VALIDITY**

The bidder's technical and cost proposals must remain valid for not less than 90 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the bidder to its provisions.

#### **6. PAYMENT TERMS**

JSIPL payment cycle is net 30 days upon receipt of deliverables, goods/services, inspection and acceptance of services as in compliance with the terms of the award and receipt of selected bidder invoice (in this case the signed the proposal form). Full cooperation with JSIPL in meeting the terms and conditions of payment will be given the highest consideration.

#### **7. FINANCIAL RESPONSIBILITY**

Bidders must include in the capabilities statement that they have the resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. JSIPL reserves the right to request and review the latest financial statements and audit reports of the bidder as part of the basis of the award.

#### **8. LANGUAGE**

The proposal, as well as correspondence and related documents should be in English.

#### **9. NEGOTIATIONS**

The bidder's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of bidder's proposal. However, JSIPL reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. JSIPL also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award. In the event that an agreement cannot be reached with bidder, JSIPL will enter into negotiations with alternate bidders for the purpose of awarding without any obligation to previously considered bidder.

#### **10. REJECTION OF PROPOSALS**

JSIPL reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing bidders, without explanation. JSIPL would communicate the result only with the selected bidder; separate communication to those rejected would not be sent and no queries in this respect would be entertained by JSIPL.

#### **11. INCURRING COSTS**

JSIPL is not liable for any cost incurred by bidders during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the bidder.

## 12. MODIFICATIONS

JSIPL reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFP.

## 13. CANCELLATION

JSIPL may cancel this RFP without any cost or obligation at any time until issuance of the award.

### **Part C: TERMS OF REFERENCE/SCOPE OF WORK**

Purpose:	<b>Renewal of <u>Staff Benefits Insurance Policies</u> for employees of John Snow India Private Limited (JSIPL)</b>
Activity Manager:	HR Lead
Period of Performance:	12 Months - as per table below
Place of Performance:	New Delhi
Activity Code	Respective Projects (Fringe)

#	Policy Name	Current Expiry	Renewal Period
A	<b>Group Mediclaim Insurance + Group OPD Insurance Policy</b>	October 24, 2025	October 25, 2025 – October 24, 2026
B	<b>Group Personal Accident Insurance</b>	October 24, 2025	October 25, 2025 – October 24, 2026
C	<b>Group Term Life Insurance</b>	October 24, 2025	October 25, 2025 – October 24, 2026

### DESCRIPTION OF REQUIREMENT (GOODS OR SERVICES):

#### **A. OPTION A –**

**GROUP MEDICLAIM INSURANCE POLICY (GMC) AND GROUP OPD INSURANCE POLICY (MUST BE A COMBINED INSURANCE POLICY)**

### **TERMS AND CONDITIONS FOR GMC**

Sum Insured	<b>INR 5,00,000/- (Rupees Five Lac Only)</b>
Members Covered	<b>1+5 (Employee + Spouse + 4 Dependent Children*)</b> <b>*Dependent &amp; Disabled children will be covered, irrespective of age</b>

#	Other Benefits
1	Room Rent – 2% of SI per day
2	ICU Charges – 4% of SI per day
3	Day Care Procedures included
4	Pre-existing diseases <b>covered</b> for existing members and new joinees
5	30 Days Wait Period condition <b>waived</b> for existing members and new joinees
6	First & Second year exclusion condition for specific diseases <b>waived</b> for all Insured Members
7	Pre & Post Hospitalization covered for <b>30 days and 60 days</b> respectively.
8	Maximum Limit for Maternity claims of <b>INR 75,000/- for Normal and INR 1,00,000/- for LSCS. – PREFERABLY NO LIMIT ON NO. OF MATERNITY CLAIMS.</b>  <b>Maternity covered up to base Sum Insured in case if the case becomes life threatening for either mother or child.</b>
9	9 month waiting period in respect of maternity claims <b>waived</b> for all Insured Members

10	Pre & post-natal expenses are covered up to <b>INR 10,000 over &amp; above of maternity limit from the IPD Policy.</b>
11	<b>New Born Baby covered</b> from day one within family floater Sum Insured applicable to the Employee
12	New born baby cover of <b>INR 25,000</b> payable over and above maternity limit
13	Ambulance charges payable up to a maximum amount of <b>INR 10,000/-</b> per claim. Air ambulance – <b>INR 1,00,000 per incident</b> , wherever applicable, in case of life-threatening cases.
14	Claim for lasik treatment - if power of eye is <b>above +/- 5.5</b> , is payable only for medically prescribed reasons and not for cosmetic purpose.
15	HIV is covered for new cases as well as pre-existing cases HIV
16	Additional Sum Insured over and above family floater Sum Insured, there is no sub-limit on the use of corporate buffer, on the discretion of Lead HR/Managing Director, in respect of all such claims under Corporate Floater <b>not exceeding INR 40,00,000/-</b> for all the Insured members as applicable during the period of insurance. It covers all illness/medical procedures, including Covid.
17.	Domiciliary Hospitalization Expenses – upto base sum-insured
18.	Co-pay clause for cyberknife treatment/Robotic Surgery/Bio-absorbable Stent/FAMETO Laser Surgery/Toric lens/KT Laser Prostate to be waived off.

#### **TERMS AND CONDITIONS FOR OPD**

<b>Sum Insured</b>	Employees will be reimbursed medical (OPD) expenses up to <b>INR 25,000 per year, per eligible family member, on a family floater basis, up to a maximum of INR 150,000 per family</b> where a family comprises of employee, spouse and four dependent children (Any other relatives are not covered).
<b>Members Covered</b>	Employee and legal dependents 1+5 (Employee + Spouse + Up to 4 Dependent Children)

#### **B. OPTION B –**

**GROUP MEDICLAIM INSURANCE POLICY (GMC) AND GROUP OPD INSURANCE POLICY (MUST BE A COMBINED INSURANCE POLICY)**

#### **TERMS AND CONDITIONS FOR GMC**

<b>Sum Insured</b>	<b>INR 5,00,000/- (Rupees Five Lac Only)</b>
<b>Members Covered</b>	<b>1+5 (Employee + Spouse + 4 Dependent Children*)</b> <b>*Dependent &amp; Disabled children will be covered, irrespective of age</b>

#	Other Benefits
1	Room Rent – 3% of SI per day
2	ICU Charges – 5% of SI per day
3	Day Care Procedures included
4	Pre-existing diseases <b>covered</b> for existing members and new joiners
5	30 Days Wait Period condition <b>waived</b> for existing members and new joiners
6	First & Second year exclusion condition for specific diseases <b>waived</b> for all Insured Members
7	Pre & Post Hospitalization covered for <b>30 days and 60 days</b> respectively.



8	Maximum Limit for Maternity claims of <b>INR 75,000/- for Normal and INR 1,00,000/- for LSCS. – PREFERABLY NO LIMIT ON NO. OF MATERNITY CLAIMS.</b>  <b>Maternity covered up to base Sum Insured in case if the case becomes life threatening for either mother or child.</b>
9	9 month waiting period in respect of maternity claims <b>waived</b> for all Insured Members
10	Pre & post-natal expenses are covered up to <b>INR 10,000 over &amp; above of maternity limit from the IPD Policy.</b>
11	<b>New Born Baby covered</b> from day one within family floater Sum Insured applicable to the Employee
12	New born baby cover of <b>INR 25,000</b> payable over and above maternity limit
13	Ambulance charges payable up to a maximum amount of <b>INR 10,000/-</b> per claim. Air ambulance – <b>INR 1,00,000 per incident</b> , wherever applicable, in case of life-threatening cases.
14	Claim for lasik treatment - if power of eye is <b>above +/- 5.5</b> , is payable only for medically prescribed reasons and not for cosmetic purpose.
15	HIV is covered for new cases as well as pre-existing cases HIV
16	Additional Sum Insured over and above family floater Sum Insured, there is no sub-limit on the use of corporate buffer, on the discretion of Lead HR/Managing Director, in respect of all such claims under Corporate Floater <b>not exceeding INR 40,00,000/-</b> for all the Insured members as applicable during the period of insurance. It covers all illness/medical procedures, including Covid.
17.	Domiciliary Hospitalization Expenses – upto base sum-insured
18.	Co-pay clause for cyberknife treatment/Robotic Surgery/Bio-absorbable Stent/FAMETO Laser Surgery/Toric lens/KT Laser Prostate to be waived off.

#### **TERMS AND CONDITIONS FOR OPD**

<b>Sum Insured</b>	Employees will be reimbursed medical (OPD) expenses up to <b>INR 25,000 per year, per eligible family member, on a family floater basis, up to a maximum of INR 150,000 per family</b> where a family comprises of employee, spouse and four dependent children (Any other relatives are not covered).
<b>Members Covered</b>	Employee and legal dependents 1+5 (Employee + Spouse + Up to 4 Dependent Children)

#### **C. GROUP PERSONAL ACCIDENT INSURANCE POLICY**

<b>Sum Insured</b>	<b>2 times of Annual CTC</b>
<b>Members Covered</b>	<b>Employee only</b>

#	Benefit	Coverage
1	<b>Accidental Death</b>	100% of Sum Insured
2	<b>Permanent Total Disability</b>	100% of Sum Insured
3	<b>Permanent Partial Disability</b>	100% of Sum Insured
4	<b>Total Temporary Disability</b>	Lower of 1% of SI/10000/Actual salary for 104 weeks
5	<b>Burns</b>	INR 50,000
6	<b>Ambulance Service</b>	INR 2,500
7	<b>Children Education</b>	INR 50,000 per child up to 2 children <b>(Preferably no limit on number of children)</b>

8	Compassionate Visit	INR 25,000
9	Funeral Expenses	INR 10,000
10	Repatriation of Mortal Remains	INR 10,000
11	PTD Improvement	100% of Sum Insured
12	Mobility Extension	INR 25,000
13	Medical Expenses	Up to INR 25,000

#### **D. GROUP TERM LIFE INSURANCE POLICY**

Sum Insured	2 times of Annual CTC
Members Covered	Employee only
Coverage	100% of the sum assured on death (Accidental/Natural)

All questions, clarifications and request for additional information (employee data and past policy details) regarding this RFP must be in writing and submitted to [procurement.in@jsi.org](mailto:procurement.in@jsi.org), no later than August 8, 2025 by 1700 Hrs.

#### **SERVICE EXPECTATIONS**

JSIPL would like to engage with an insurance service provider who can provide the following services. The organization's ability to provide the following services should be outlined in the Technical Proposal.:

- Assisting the Insured in purchasing Insurance Policies having the most comprehensive coverage at optimal price
- Assisting in execution of Tripartite Service Level Agreement (SLA) between the Insured, the Insurer, and the Third-Party Administrator (TPA); execution of the SLA between the Insured and Service Provider
- Validation of Insurance Policies issued by the Insurance Company selected by the Insured for appropriateness of terms and conditions
- Conducting policy awareness sessions at least twice a year to Insured's employees to explain the policy terms and conditions and claim process
- Tracking and ensuring that the Health Cards are being issued as per timelines committed in the SLA
- Explanation of Policy Benefits, and terms and conditions to the Insured's Employees
- Monthly / Fortnightly collection of claims from JSIPL office located in New Delhi
- Ensuring proper and complete documentation for filing reimbursement claims before submission to insurance company/TPA
- Assisting the Insured's Employees across India in availing reimbursements against submissions
- Processing of reimbursement claims along with the TPA and following-up for payment to ensure claim settlement as per timelines pre-agreed upon in the SLA
- Troubleshooting on 24-hour x7 day a week basis and ensuring that the Insured Members have an experience of being taken care of during the entire otherwise stressful event.
- Following-up with the Insured's Employees to organize missing documents (deficiency) as per queries raised by the TPA and closing the same on behalf of the Insured's Employees with the TPA
- Ensuring Insurance Company reimburses bills/claims as per policy terms and challenging any denied claim by the Insurance Company, which is raised as per Policy Terms & Conditions
- Informing Insured's employees about their claim status along with amount cleared/denied with valid reasons

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- Monitoring of endorsements (additions/deletions) with Insurance Company on monthly basis
- Organizing periodical review meetings between the Insured, the Insurer, and the TPA as per the Insured's requirement.
- If there is any age-limit/exclusions in any of the below mentioned policies, then please provide the details. Also, provide the additional premium (if any) required to cover the excluded members.

## ATTACHMENT A: GENERAL TERMS & CONDITIONS

1. **Goods and Related Services:** The bidder shall deliver the goods and services described on the contract of the type, in the quantity, at the delivery date and at the price as indicated on the service contract(s) / proposal form(s). The quantity of the goods and services shall conform in all respects to the requirements of the contract. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **Inspection/Acceptance:** The bidder shall tender for acceptance only those items that conform to the requirements of this Service contract(s) / proposal form(s). JSIPL reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSIPL may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSIPL must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSIPL has unilateral authority to determine if the performance results have been met.
3. **Invoice Requirements:** Invoices shall be submitted prior to payment. Each invoice shall identify the Bidder's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the BPO and Individual Purchase Order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSIPL, payment shall be made to the Bidder as per the payment terms and in the currency stated on the Service contract(s) / proposal form(s)
4. **Termination for Convenience:** JSIPL reserves the right to terminate this Contract in case the other party breaches any of the provisions of this purchase order if the party in breach does not proceed to cure the breach within thirty (30) days after receipt of written notice of the breach. In the event of such termination, the Bidder/Client shall immediately stop all work hereunder and cause all of its services to cease immediately. Subject to the terms of the Purchase order, the Bidder/Client shall be paid a percentage of the price reflecting the percentage of the work performed till the date of termination and hand-over all the relevant documents and information requirements specified against milestones.
5. **Termination for Cause:** JSIPL reserves the right to terminate this Service contract(s) / proposal form(s), or any part, for cause in the event of any defaults by the Bidder, or if the Bidder fails to comply with the terms and conditions of the Service contract(s) / proposal form(s), or fails to provide JSIPL with adequate assurances of future performance. In the event of termination for cause, JSIPL shall not be liable for any amount of supplies or services not accepted, and the Bidder shall be liable to JSIPL for any and all rights and remedies provided by law.

**TERMINATION FOR BANKRUPTCY. INSOLVENCY. WINDING UP. ETC-** JSIPL reserves the right to terminate the arrangement with immediate effect by providing written notice in the event the selected insurance provider abandons its responsibilities, becomes bankrupt or insolvent, files any proposal or makes any assignment for the benefit of creditors, is subjected to an order for winding up, or has a receiver appointed over a substantial part of its assets. Such termination shall be without prejudice to the provider's right to receive payment for any valid services rendered or obligations fulfilled up to the date of termination, in accordance with the agreed terms.

6. **Warrant:** Bidder warrants that the goods and/or services delivered and rendered hereunder conform to the Service contract(s) / proposal form(s) requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the Service contract(s) / proposal form(s) (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).
7. **Changes:** Changes in the terms and conditions of this Service contract(s) / proposal form(s) may be made only by written amendment issued by JSIPL.
8. **Risk of loss:** Unless the Service contract(s) / proposal form(s) specifically provides otherwise, risk of loss or damage to the supplies provided under this Service contract(s) / proposal form(s) shall remain with the Bidder until, and shall pass to JSIPL upon delivery of the supplies to JSIPL at the destination specified in the Service contract(s) / proposal form(s). This clause is applicable to goods only.
9. **Conflict of Interest:** Bidder agrees that there is no conflict of interest in accepting this Service contract(s) / proposal form(s), which might affect the ability to conduct fair and useful technical assistance on behalf of JSIPL.
10. **Confidentiality:** The Bidder agrees to treat all information provided by JSIPL or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of JSIPL.
11. **Rights in Work Product:** Bidder agrees that JSIPL retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Bidder under this agreement (collectively "Work Product"). JSIPL agrees that the Work Product is specially commissioned and works made-for-hire, and that JSIPL is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Bidder hereby assigns to JSIPL all its right, title and interest in such Work Product.
12. **Prices:** The Prices (Unit Prices and extended prices) specified in the Blanket Purchase Orders and Individual Purchase Orders/contract are firm, fixed, all-inclusive total prices, and covering performance of all of Bidder's obligations under the BPO and Individual Purchase Orders, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.
13. **Liquidated Damages:** Both parties acknowledge that the time fixed for delivery in this Blanket Purchase Order/Individual Purchase Order(s) is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages JSIPL will suffer in the event of Bidder's delayed performance. In the event of delay in performance, JSIPL reserves the right, in addition to any other remedies under this Service contract(s) / proposal form(s), to retain as liquidated damages from any payment due the Bidder an amount equal to one percent (1%) of the cost of the Service contract(s) / proposal form(s) for every complete week of delay or a part thereof, reckoning from the time fixed by the Service contract(s) / proposal form(s). The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
14. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, excluded or

otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency.

15. **Implementation of E.O. 13224 – Executive Order on Terrorist Financing:** The Bidder is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)). It is the legal responsibility of the Bidder to ensure compliance with these Executive Orders and laws.
16. **Mandatory Disclosures/Anti-Trafficking:**
  - a. Bidder must disclose to JSIPL any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Bidder shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to JSIPL, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - b. JSIPL is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, JSIPL's Anti-Trafficking Policy is incorporated into this Blanket Purchase Order and Individual Purchase Order(s). This policy prohibits JSIPL and its partners, consultants, bidders, and other agents from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Bidder immediately report to JSIPL any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this purchase order. Violations of the JSIPL Anti-Trafficking Policy must be reported to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - c. By signing this Agreement, the Bidder confirms that the Bidder has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy attached or posted at [www.jsi.com](http://www.jsi.com).
17. **Compliance with Laws:** Bidder explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Bidder also shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.
18. **Anti-Lobbying:** The Bidder, by signing this Blanket Purchase Order and subsequent Individual Purchase Orders, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this purchase order.

19. **Remedies:** Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Bidder being barred from future assignments with JSIPL. The exercise of these rights does not limit JSIPL's right to also seek any and all other legal remedies.
20. **Indemnification:** The Bidder shall indemnify and hold JSIPL harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Bidder's negligence, willful misconduct, breach of this agreement, or other legal wrongdoing in any way connected with activities under this Agreement.
21. **Disputes:** If any claims or disputes arise from or relating to this Purchase order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. The arbitration shall be conducted in New Delhi, India. The arbitration shall be administered in accordance with The Arbitration and Conciliation Act 1996 before a sole arbitrator is appointed in accordance with such rules. The results of arbitration shall be final and binding on the Parties. The provisions of this Contract shall be binding upon each Party's successors and assign and shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi, India, shall have the exclusive jurisdiction to try any disputes between the Parties arising out of or Pursuant to this Contract
22. **Force majeure:** Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
23. **General:**
  - a. This Blanket Purchase Order and subsequent Individual Purchase Order(s) is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Service contract(s) / proposal form(s) may be amended only by an instrument executed by the authorized representatives of both parties.
  - b. Every provision of this Service contract(s) / proposal form(s) is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.
  - c. This Blanket Purchase Order and subsequent Individual Purchase Order(s) shall be interpreted in accordance with the substantive law of the Republic of India.