

EXHIBIT A

STATEMENT OF WORK
TO
MASTER SERVICES AGREEMENT

This Statement of Work ("Statement of Work" or "SOW") is hereby incorporated in and made a part of the Master Services Agreement (the "Agreement") effective [MASTER EFFECTIVE DATE], by and between Indian Institute of Management, Calcutta ("IIMC") and {SERVICE PROVIDER's Name} ("SERVICE PROVIDER"). All capitalized terms that are used herein without being defined herein shall have the meanings given to such terms in the Agreement. The SOW is effective as of {Effective Date_} (the "Effective Date").

1. SERVICES**1.1. PROJECT DURATION**

Services Start Date (SOW Start Date):

Services Completion date (SOW End Date):

1.2. SCOPE OF SERVICES

SERVICE PROVIDER to render Gardening services and Sweeping and Cleaning of Metal Roads and Hard Cemented areas in the entire premises of IIMC.

A. SCOPE OF SERVICES – GARDENING (IIMC CAMPUS)

(A) Total area for Gardening in Sq. mtr. – 165243 (APPROX.).

Tentative details of area as given below:

Sl. No	Name of location		Length	Breadth	Area (Sq.m.)	Minimum Frequency of Service (or as per requirement)
1	Entrance island	3.14 x 9.00 x 9.00			254.34	Weekly
2	Engineering Div. & Coffee Corner area	Main gate left side north	27	8	694.00	Weekly
		Cooperative front side	22	12		
		Coffee corner front	20	3		
		Engineering Div. back side	22	7		
3	SBI & Gate No.2 area	SBI right side front	35	10	1880.00	Weekly
		SBI left side	34	21		
		Gate No.2 & SBI Front	29	18		
		Gate No.2 South side	45	4		
		SBI back side	19	6		
4	TATA Hall	TATA Hall Front Left side	70	15	4416.00	Twice in a month
		TATA Hall Front	41	15		

		Right side				
		TATA Hall Back side Right	40	24		
		TATA Hall Back side Left	29	9		
		TATA Hall West side	50	18		
		TATA Hall East side	30	10		
		TATA Hall Middle	22	15		
5	Ramanujan Hostel	Left side Front	68	7		Twice in a month
		Right side Front	59	7		
		East Side	22	12		
		West Side	22	25		
		Volleyball Ground	40	20		
		Back side -Right	60	27		
		Back side -Left	60	26		
		Back side	35	28		
		Inside Left	21	15		
		Inside Right	16	12	7170.00	
6	Tennis court & Basketball area	Basketball ground - west	28	10		Twice in a month
		Basketball ground - north	28	3		
		Basketball ground - south	28	17		
		Tennis Court - south	36	16		
		Water tank- west	30	5		
		Water tank- south	16	7		
		Water tank- east	30	4		
		Water tank- north	15	8		
		Gym - north	34	14		
		Gym - east	30	12	2754.00	
7	VLMP Hostel area	Front - left side	22	27		Twice in a month
		Front - right side	30	33		
		Back side	50	42		
		East Side	20	10		
		West Side	36	10	4244.00	
8	Annex & Tagore Hostel	Annex Inside - Right	20	18		Twice in a month
		Annex Inside - Left	18	18		
		Annex - Middle	16	12		
		Annex - East	19	6		
		Annex - Backside	38	28		
		Store - Backside	38	17		
		Tagore - East	103	30		
		Tagore Canteen-	25	5	7015.00	

		Left						
		Tagore Canteen-Right	23	5				
		Tagore - Middle	17	5				
		Between Annex & Tagore	50	18				
9	New Hostel	West	64	17	2989.00	Twice in a month		
		Backside	60	19				
		Front - left side	35	16				
		Front - right side	26	16				
10	Swimming Pool area	West	49	37			Twice in a month	
		Front	28	9				
		East Side	42	12				
		Backside	28	15				
11	MCHV area	South-west	29	14		5864.24	Once in a month	
		North-west	30	14				
		North-east	30	14				
		South-east	28	14				
		Coal-India Dome - North	16	8				
		Coal-India Dome - west	23	11				
		Coal-India Dome - east	25	15				
		Coal-India Dome - Front	3.14 x 4.00 x 4.00					
		Store Room - East	16	8				
		Store Room - West	44	14				
		East Side (Toilet side)	30	15				
		North side	16	10				
		West Side	50	15				
		North-west	28	8				
		North-east	42	26				
12	Auditorium area	Front - Beside pond	120	30	8588.00	Once in a month		
		Front	47	7				
		South side	60	24				
		South-east	40	19				
		Right side	33	3				
		Left side	65	8				
		Parking - west	50	4				
		Parking - southwest	12	14				
		Parking - south	30	24				
		Generator room - Northeast	9	9				
		Generator room - Southeast	13	11				

		Generator room - South	22	24		
13	NTB area	Right side	27	25	5941.00	Twice in a month
		Left side	26	23		
		West Side	58	30		
		East Side	71	18		
		Backside	55	30		
14	Library & Staff Canteen area	West Side	55	23	3605.00	Twice in a month
		Backside	42	16		
		Front - left side	22	15		
		Front - right side	28	17		
		Staff Canteen - Front	27	14		
		Staff Canteen - South	22	22		
15	ADM Building & CAM Centre area	West Side	27	10	3558.00	Weekly
		Front - left side	45	13		
		Front - right side	35	24		
		ADM - Backside	50	30		
		CAM Centre - Front	33	11		
16	New Academic Building	Front	50	35	2864.00	Weekly
		K Block - Left side	18	10		
		K Block - Right-side	16	7		
		K Block - Backside North	18	5		
		K Block - Backside	34	3		
		L Block - Backside	30	7		
		M Block - Backside	12	2		
		N Block - Backside	30	8		
		Fin. Lab. - Backside	12	3		
		Fin. Lab - South side	30	4		
17	Instructional Building (A, B & C Block)	A Block - Front	56	22	3950.00	Weekly
		A Block - Westside	10	6		
		L2 Class Room - Front	14	11		
		L1 Class Room - Front	15	11		
		L1 Class Room - Backside	13	10		
		L2 Class Room - Backside	13	10		
		L2 Class Room - West	11	4		
		B Block - Front	35	16		
		A Block - Eastside	11	2		
		C Block - Front Left	35	10		
		C Block - Front	35	15		

		Right				
		C Block - West	9	2		
		B Block - West	10	3		
		C Block - Backside	52	10		
		C Block - East	10	1		
18	Old Powerhouse area	North side	17	8		Once In a month
		Front	50	5		
		Westside	31	11		
		Backside	65	11	1442.00	
19	Security office area		32	7	224.00	weekly
20	Main gate parking area		25	16	400.00	weekly
21	Parking to Sishu Niketan School	Main gate to Viru more- right	150	14		Twice in a month
		Viru more to Y junction-right	150	7		
		Y junction to Sishuniketan	35	10	3500.00	
22	Parking to Water tank	Main gate to viru more-left	150	9		Once In a month
		Viru more to Y junction-left	150	1		
		Y junction to water tank	63	2	1626.00	
23	Sishu niketan School area	Sishsu Niketan front	30	4		Once In a month
		Sishu Niketan to Medical	18	18	444.00	
24	Water tank area	Water Tank -front	42	32		Once In a month
		Water Tank - north	42	30	2604.00	
25	NF1	NF1 - back	59	30		Twice in a month
		NF1- right	32	12		
		NF1 - left	18	9	2316.00	
26	PGPEX Mess	PGPEX mess - right	14	7		Twice in a month
		PGPEX mess - east	29	14		
		PGPEX mess - back	19	13	751.00	
27	Children park		23	21	483.00	Twice in a month
28	Durga Mandap area		38	36	1368.00	Twice in a month
29	B1 & C1 Building area	B1 - Front	40	9		Once in a month
	B1	B1- Right	10	6		
		B1- Back	40	6		
		Y junction to B block	52	22		
	C1	C1 - Back	52	6		
		C1- right	10	10	2890.00	

		C1-front	52	10			
		C1- left	14	11			
30	B2 (Medical Unit) & NF2 Building area	Medical - right	17	9	2826.00	Once in a month	
		Medical - left	22	9			
		Medical East	9	5			
		Medical - back	36	16			
	NF2	NF2 - right	17	16			
		NF2- left	14	7			
		NF2- back	56	25			
		NF2- west	14	6			
31	NF3	NF3 - right	35	22	4280.00	Twice in a month	
		NF3 - back	56	35			
		NF3 - Left 1	25	14			
		NF3 - Left 2	40	30			
32	Football ground		160	65	10400.00	Once in a month	
33	D1, D2, D3, E4 & E3	D1 - front	28	4	1991.00	Once in a month	
		D1	D1 - Left	9			5
		D1 - back	17	32			
	D2	D2 - front	26	4			
		D2 - right	8	4			
		D2 - back	30	2			
	D3	D3 - left	11	5			
		D3 - right	8	13			
		D3 - west	11	1			
		D3 - back	24	1			
		D3 - east	19	16			
	E4	E4 - back	21	2			
		E4 - right	15	11			
		E4 - front	14	1			
		E4 - left	11	7			
	E3	E3 - front	12	2			
		E3 - right	13	16			
E3 - back		22	3				
34	Police camp, E1 & D4		58	46	3946.00	Once in a month	
	E1	E1 - front	27	4			
		E1 - right	12	4			
		E1 - left	14	18			
	D4	D4 - front	16	3			
		D4 - east	12	30			
		D4 - back	16	12			
D4 - west		30	9				
35	E2, F4, F5 & F6	E2 - front	14	3	1778	Once in a month	

	E2	E2 - right	16	5		
		E2 - back	23	5		
		E2 - left	12	3		
	F4	F4 - parking right	40	7		
		F4 - parking back	12	10		
		F4 - back	26	13		
	F5	F5 - back	17	10		
		F5 - front	14	10		
	F6	F6 - back	16	7		
		F6 - left	15	3		
F6 - front		25	12			
36	F3, S1 & S2	F3 - front	18	4	398.00	Once in a month
		F3	F3 - left	15		
	F3 - back		21	2		
	F3 - right		20	4		
	S2 - front		24	3		
		S1 - front	24	3		
37	F1, F2 & S3	F1 - north	29	5	1615	Once in a month
		F1	F1 - left	6		
	F1 - right		10	4		
	F1 - south		18	17		
	F1 - back		27	8		
	F2	F2 - front	22	6		
		F2 - left	17	2		
		F2 - back	18	6		
		F2 - right	40	13		
		S3 - front	24	3		
38	New Power House	North	40	8	1009.00	Once in a month
		Front	50	4		
		South	13	3		
		East	45	10		
39	Lake View Hostel	B Block - West	28	5	6839.00	Twice in a month
		B Block - inside	38	5		
		B Block - south east	31	4		
		B Block - west Pond side	30	26		
		B Block - South west	30	3		
		B Block - South	38	3		
		B & C Block - East side front	25	25		
		B & C Block - west	20	9		
		B & C Block - Pond side	40	10		
		C Block - inside	42	6		
		C Block - north east	29	4		

		C Block - east	35	3		
		C Block - North garden	38	3		
		C Block - east front	26	38		
		C Block - south garden	30	7		
		Canteen - south	27	5		
		Canteen - north	41	12		
		Canteen - west	41	7		
		Kitchen - south	32	9		
		Kitchen - north	38	18		
		Cycle stand - west	25	21		
40	MDC	A - west side	32	13		Once in a month
		A - East side	26	15		
		A - South	48	30		
		A & B - Road side	55	1		
		B - South East	46	25		
		C - West side	70	19		
		C - East side	36	28		
		C & D Road Side	160	1		
		D - West side	52	43		
		D - East side	66	32	10297.00	
41	Road side (New Hostel to L.V.H)	Wall side - 1	240	8		Once in a month
		Wall side - 2	110	1		
		Wall side - 3	90	1		
		Wall side - 4	180	1	2300.00	
42	Road side (New Hostel to L.V.H)	Inside - 1	240	1		Once in a month
		Inside - 2	110	1		
		Inside - 3	90	1	440.00	
43	Road side (Football ground to foot-bridge)	- West side	40	2		Once in a month
		- East side	76	2	232.00	
44	Road side (Football ground to MDC) - North side	North side	140	3		Once in a month
		North left	103	3	729.00	
45	Road side (Football ground to Executive Hostel) - Right		124	2	248.00	Once in a month
46	Road side (Auditorium to New Foot bridge)	South side	180	2		Once in a month
		North side	30	3	450.00	
47	Lake (P1) West side	Lake P1: Lake in front of Auditorium	105	3	315	Once in a month
48	Lake (P1) North side		170	4	680	Once in a month

49	Lake (P1) East side		49	4	196	Once in a month
50	Lake (P1) South side		81	3	243	Once in a month
51	Lake (P2) West side		49	2	98	Once in a month
52	Lake (P2) North side		130	10	1600.00	Once in a month
			60	5		
53	Lake (P2) East side		55	2	110.00	Once in a month
54	Lake (P2) South side	Lake P2: Lake in front of Tata Hall	120	1	120.00	Once in a month
55	Lake (P3) (North) side & Parking side	Lake P3: on the right side of road from main Gate to Adm. Bldg.	81	7	743.00	Once in a month
			44	4		
56	Lake (P3) North side & East side		120	3		
			105	13	1725.00	Once in a month
57	Block E & F		240	90	21600.00	Once in a month
58	North East Corner		70	60	4200.00	Once in a month
		Total gardening area			165242.58	

In a broad sense, the Gardening works will comprise of maintenance of garden, lawn & plants, application of pesticides, manuring, removal of weed, collection of dry leaves, watering, making flower beds alongwith flowers, arranging flower pots during occasions etc. & all the above mentioned areas should be need always maintained in a neat & clean condition.

Note:

1. The areas mentioned herein are tentative areas are mentioned to provide an overall idea of the areas. However, it may clearly be noted that there may be variation in actual for which IIMC shall not bear any additional cost.
2. The frequency mentioned against each area is the minimum frequency required to maintain the areas in a clean condition at all times. However, the same may vary as per actual, depending on the season as well as the specific requirement by the Institute. However, no extra payment will be made for the same.

B. SWEEPING AND CLEANING OF ALL METAL ROADS AND HARD CEMENTED AREAS
TOTAL AREA IN SQ. MTR. - 24085 (APPROX.)
a. Sweeping & Cleaning should be done in the common space (stair cases), landing space, ground floor, Car Parking areas including drains in the surrounding areas of the Bldgs.
b. Sweeping, Cleaning & Garbage Cleaning to be done on a regular basis.
c. Working areas are Metal Roads from the Main Gate of IIMC up to New Hostel via MCHV including adjacent roads. All types of garbage such as paper cups, cigarette packets, torn cloths, dry leaves etc. scattered on both sides of the roads should be cleaned and placed out of the campus in a segregated area (if any) or in a secured way so as not to create nuisance to the nature or the public at large. This job includes cleaning of garbage from the dustbins placed in the ABC Blocks, Canteen, MBA Hostel areas and Power House.

d. The above-stipulated job in the above-mentioned areas shall be done every day including Saturdays & Sundays or as specified by IIMC
e. Sweeping Metal roads (on a regular basis) in Campus Residential Areas
f. Sweeping of surrounding metal roads of the Auditorium
g. Applying Bleaching Powder & Carbolic Acid (as per requirement)
h. Spraying of Bleaching Powder and Carbolic Acid at the surroundings areas and also campus residential staff quarters
i. Metal road from New Hostel to Lake View Hostel and Football Ground (quarter side) to Lake View Hostel via MDC to be cleaned as per requirement.
j. Cleaning of all the metal roads including the all hard cemented areas
k. Tentative area details of Total metal road as under:

SI No	Description of item	Unit	Nos	Length (m)	Breadth (m)	Height (m)	Quantity	Cum. Qty.
Total Open-Graded Premix Surfacing		Sq.Mtr.	24085					
1	In front of main gate	Sq Mtr	1	90 000	16 500		1485 000	
2	Towards Residential zone	Sq Mtr	1	270 000	6 200		1674.000	
3	In front of NF1	Sq Mtr	1	180.000	6 200		1116 000	
4	In front of NF3 and Park	Sq Mir	1	90 000	5 000		450.000	
5	West side of play ground	SqMtr	1	60.000	3 500	-	210 000	
6	Play Ground to New Hostel	Sq Mir	1	1235 000	5 000		6175.000	
7	Beside New Hostel	Sq Mtr	1	99 000	5 000		495 000	
8	33kv Substation	Sq Mtr	1	3100	7 000		21 700	
		SqMtr	1	6 500	9 600		62 400	
		SqMtr	1	25 000	3 000		75 000	
		SqMtr	1	22 000	4 000		88 000	
		SqMtr	1	5 000	4 .000	-	20.000	
		SqMtr	1	6 000	4 500	-	27 000	
9	New Hostel to Ramanujan Hostel	Sq Mtr	1	510 000	5 200	-	2652 000	
10	MCHV Parking	Sq Mtr	1	28 000	9 000		252 000	
		Sq Mtr	1	8 000	6 000		48 000	
11	Tagore Hostel to Auditorium	Sq Mir	1	435 000	4 200		1827 000	
12	Tata Hall to Coffee corner	Sq Mir	1	80 000	5 200	-	4 16 000	
13	Front of 2 nd Gate and SBI	Sq Mtr.	1	125 000	5 500	-	687 500	
14	Engineering Division to NAB	Sq Mir	1	185 000	3 500	-	647 500	
15	Parking beside ABC Block	Sq Mtr	1	50 000	14 000		700 000	
		Sq Mir	1	60 000	3 500		210 000	
16	Entry of Central School	Sq Mir	2	140 000	3 500		980 000	
17	Front of F1	Sq Mtr	2	70 000	3 500		490 000	
18	Beside Gym	Sq Mir	2	90 000	4 200		756 000	
19	Staff Quarter	Sq Mir	2	360 000	3 500		2520 000	

1.3 SERVICES FOR SPECIAL OCCASIONS

If at any time during the existence of the contract, if **IIMC** desires to utilize the services of the SERVICE PROVIDER for any special days, events or otherwise including but not

limited to Board of Governors' meetings, 15th August, 26th January, IIMC Foundation Day, Annual Convocation Day, any other day as designated by IIMC and communicated to SERVICE PROVIDER, the SERVICE PROVIDER shall arrange the same at the rates to be mutually agreed upon (provided the items, are outside the rates of the items already agreed to) between the SERVICE PROVIDER and the concerned IIMC Department. Similarly, in case, **IIMC** desires to include any new specification in this contract, this will be negotiated with the SERVICE PROVIDER. The final decision will rest with **IIMC**.

1.3.1 MATERIALS, LABOUR & EQUIPMENT: IIMC & SERVICE PROVIDER

SERVICE PROVIDER

SERVICE PROVIDER shall be and remain at all times exclusively responsible to provide all material, labour, equipment, machinery, facilities, utilities and consumables and temporary works and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specification, Plans, Drawings and/or other Contract Documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

Materials supplied by the SERVICE PROVIDER shall conform to the specifications and shall be suitable for the purpose for which they are required. **As and when materials are required, the Service Provider shall provide the same whatever the required quantity may be.**

All the workmen deployed for gardening work need to do all work as the exigencies of work require and as instructed by the Supervisor or requirements of IIMC and shall not refuse any work given to them at any point of time.

Equipment and Material list:

For the efficient maintenance and development of the horticultural work as detailed herein, all required tools and plants, seeds and seedlings, manure (chemical/bio) will have to be supplied by the Service Provider. The tools and plants/ equipment and machineries to be used should be of latest technology and the same should be sufficient in number to accomplish the entire job as per the given schedule.

The equipment should consist of Lawn Mower Machines along with Blade, Brush Cutter Machines along with Blade, Cutting Throat Roll, Surface Leveller, Hand Roller, Sharpening Flat File, Hansua, Hedge Shear, Phawda, Gamala, Hand Axe, Khurpi, Weeder Sickle, Secateurs, Grass Cutting Sword, Bamboo along with Broom Stick, Spray Machine (Big & Small) etc. Further, sufficient Petrol, Mobil and Polythene Sheet should be supplied on a regular basis for running the machine. Also Soap, Earthen Pots (6", 8" & 10"), Jute Twine (Sutli), Red Oxide etc. should be supplied on a regular basis, as per requirement.

Organic Manure & Fertilizer such as Urea, Di-ammonium Phosphate, Suphala, Ammonium Sulphate, Muriate of Potash, Single Super Phosphate etc. should be supplied as per requirement.

Any other equipment and material in addition to the above, as required for smoothly carrying out the Job Contract services should be supplied by the Service Provider without any extra cost.

1.3.2 GENERAL

In addition to the Services, functions and responsibilities described in the Agreement, SERVICE PROVIDER shall perform the Services, functions and responsibilities described herein and provide the specified Deliverables, all in accordance with the terms of the Agreement, this SOW and further adhering to the procedure laid down in Exhibit B ('SOP'), the performance criterion, functional requirements and other specifications and standards for such Deliverables described herein. If any Services, functions or responsibilities not specifically described in this SOW are required for the proper performance and provisions of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement or this SOW. Except as otherwise expressly stated in this SOW, SERVICE PROVIDER shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

1.3.3 POWER, WATER AND OTHER FACILITIES

IIMC would be responsible to provide within the scope of work, water, power, at or about the job site(s) for the SERVICE PROVIDER.

IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

1.4 MANPOWER CRITERIA

There is no minimum stipulated educational criteria. Expertise and Experience are factors that will be considered.

1.5 CONDITIONS OF WORK

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Exhibit B).

IIMC shall not be responsible for any idle time payments to SERVICE PROVIDER.

All workman engaged by the SERVICE PROVIDER should maintain the duty hours according to the duty roster prepared by the Estate & Maintenance office. No workman can leave the respective working area under any reason(s) without the prior permission of the respective Admin i.e. Estate & Maintenance office. If, any workman leaves the respective working area during his/her working hours without any permission of the respective Admin, the same should be treated as absent.

1.6 CONFIDENTIALITY

All documentation, communication and files handled by Service Provider Employees are of a confidential nature and the Service Provider shall ensure that such confidentiality is maintained.

No employee of the Service Provider during the tenure and even after the expiration of this agreement shall divulge/disclose any information which they are made aware of and/or come to know of while handling of documents or files of IIMC to any unauthorized person. Discussion of confidential information in the presence of third parties shall constitute a breach of this agreement.

2. BACKGROUND SCREENING GUIDELINES

1. Criminal background search of all court records and police verification in each venue of the Contract Person's current and previous addresses over the past ten (10) years.
2. Minimum of at least two (2) confirmed work references prior to assignment at IIMC.
3. There is no minimum stipulated educational criteria. Expertise and Experience are factors that will be considered.
4. SERVICE PROVIDER shall keep copies of background screening documentation and provide certification of their completion to IIMC when requested.
5. All SERVICE PROVIDER employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License.
6. All SERVICE PROVIDER employees need to submit a copy of their residential address proofs.

The Service Provider should not deploy any employee with criminal antecedent and/or criminal record to render any service at IIMC. The Service Provider should submit a declaration that the employees deployed for rendering the scheduled services do not have criminal antecedent and/or criminal record.

3. INSPECTION OF BOOKS AND OTHER DOCUMENTS

The SERVICE PROVIDER shall allow inspection of the Registers and other documents ribed under these Regulations by Inspecting Officers and the IIMC Authorized Person or his authorized representative at any time and by the worker or his agent on receipt of due notice at the convenient time.

4. UNIFORM

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform of standard quality on all days of work within the Premises of IIMC. Two sets uniform (shirt and trousers) per annum should be provided to all the workers and one sweater should be provided for the entire contract period.

The IIMC Authorized Person shall have the powers to either disallow entry of workmen found without Uniform inside the IIMC premises or alternatively mark the workers found working without proper uniform as absent for the day.

5. BUSINESS CONTINUITY

The execution of the work(s) shall entail working in all seasons including monsoons. In so far as necessary, the SERVICE PROVIDER shall maintain at each job site at all times such material, men, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or as and when it rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and / or other protection as shall or may be necessary for the work during the monsoon or rains so that the rains or monsoon shall not hamper working.

The SERVICE PROVIDER shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the areas to be worked upon, free of water logging.

The SERVICE PROVIDER shall not be entitled to any extra compensation or remuneration for or related to any work to be done in any season including during the monsoon or for or related to any special arrangements to be made and / or equipment or machinery to be brought to the job site(s) to enable such working.

6. PRICING Invoice which is complete in all respects (including but not restricted to) to all compliance documents, attendance reports etc. shall be cleared.

6.1 FEES

The following fees apply to the Services to be performed under this SOW:

The Service Provider shall be paid a fixed job contract fee as set in the Fee Schedule in Exhibit A. The SERVICE PROVIDER's fee shall be inclusive of following components:

- a) all statutory dues under Minimum wages, PF, ESI, Bonus, Labour Welfare Fund, and such other applicable statutory laws in force in currency. However, any revision of rates/wages as applicable from time to time will be borne by the Service Provider to comply with the Central Govt. statutory norms during the tenure of the Contract without any forbearance on the Institute.
- b) All types of materials required to do effective job performance as laid down in the Standard Operating Procedure
- c) All types of consumables required to do effective job performance as laid down in the Standard Operating Procedure
- d) All type of equipment, structures, scaffolding, etc. required to do effective job performance as laid down in the Standard Operating Procedure

- e) All other resources such as Personal Protective Equipment, tools, tackles, etc. required to do effective job performance as laid down in the Standard Operating Procedure
- f) All expenses for maintaining the Govt. guidelines as well as Institute SOPs should be ensured by the Service Provider which include provisions for PPE kit, masks, soap, hand sanitizers, etc. also, compliance of the existing norms by all workers of the Service Provider e.g. maintaining social distancing etc. should be strictly monitored by the Service Provider.
- g) Services Charges.
- h) Cost of travel, transport of resources, equipment etc. to Owner's locations including local transportation of equipment/spares/consumables (if any).
- i) Cost of lodging, boarding and insurance of Service Provider's employees/resources as required.
- j) Supervision and other administration overheads
- k) Any other expenses necessary for the satisfactory performance of the work

The fees for providing services as set out in the Schedule annexed hereto is firm and shall not be subject to any revision/review except for specific reason/event mentioned in this agreement.

It is explicitly agreed that the SERVICE PROVIDER has factored in all expected movements and trends in statutory payments while quoting the professional job contract fee.

The SERVICE PROVIDER'S job contract fee shall be fixed during the tenure of contract and shall not be revised for any reason whatsoever during the period of contract except for specific reason/event mentioned in this agreement.

6.2 PENALTY:

The SERVICE PROVIDER understands and agrees that performing the services strictly as per the qualitative, quantitative and in a time bound manner requirements as stipulated in the Contract is the essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to IIMC. The SERVICE PROVIDER understands and agrees that without prejudice to IIMC's rights to terminate the Contract, IIMC may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the SERVICE PROVIDER omits or neglects to adhere to the following qualitative, quantitative and time requirements:

7. QUALITY OF WORK

SL. No.	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
a.	<p>Gardening/ Sweeping & Cleaning work schedules are not adhered regarding timing, regularity & utilization of required housekeeping equipment, materials etc.</p> <p>(For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER)</p>	<p>Upto 1% of the Quarterly bill amount (of Gardening / Sweeping & cleaning Services) shall be deducted from total bill of the quarter (excluding GST) <i>as per discretion of IIM C in cases falling under clauses a, b, e & f put together</i></p>
b.	<p>Gardening/ Sweeping & Cleaning Services entrusted not done to the satisfaction of IIMC/IIMC Authorized Person/Faculty</p>	
c.	<p>Workman: Misconduct/ misbehavior / offence(s): (use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing or any kind of sexual harassment of any colleague, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.) in IIMC premises.</p>	<p>If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</p> <p>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, IIMC may, in the event of such misconduct/misbehavior on the part of the workmen of the SERVICE PROVIDER forthwith terminate the Contract without any notice and also report the case to the police.</p> <p>In the event any such misconduct/misbehavior/offences on the part of the workmen of the SERVICE PROVIDER leads to a pecuniary loss being suffered by IIMC or the trainees/participants/faculties etc. such loss will be made good by the SERVICE PROVIDER.</p> <p>Action as decided by IIM C would be recommended to the Service Provider.</p>

d.	Damage caused to the property of IIMC or of any of the trainees/faculties/participants etc. present at IIMC premises by willful misconduct or gross negligence on the part of the workmen of the SERVICE PROVIDER.	Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the SERVICE PROVIDER and shall recover the same from the payments due to the SERVICE PROVIDER and/or from the security deposit. Note: If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
e.	Non-compliance to Uniform: While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards even after being provided with the same.	If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
f.	Non-compliance of the Institute's safety guidelines e.g. not maintaining social distancing, not wearing mask properly etc.	

8. INSPECTIONS & TESTING OF MATERIALS

The IIMC Authorized Person shall be entitled at all times, at the risk of the SERVICE PROVIDER, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by IIMC or IIMC Authorized Person and/or to direct the SERVICE PROVIDER to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the SERVICE PROVIDER and/or at the SERVICE PROVIDER's or his Sub-SERVICE PROVIDER's works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the SERVICE PROVIDER and may be directed by IIMC or IIMC Authorized Person to be conducted by authorized representatives of IIMC/ IIMC Authorized Person or third-party inspection agency(ies) appointed by IIMC. IIMC may also require that all the inspections and tests conducted by the SERVICE PROVIDER at his works or his Sub-SERVICE PROVIDERS' works be carried out in the presence of authorized representatives of IIMC/IIMC Authorized Person/ third party inspection agency(ies) appointed by IIMC. The SERVICE PROVIDER shall provide IIMC/IIMC Authorized Person and/or their representatives/Agents every facility or assistance necessary for carrying out or witnessing, as the case may be, the Test(s)/Inspection(s).

The SERVICE PROVIDER shall also on receipt of intimation of any communication of any inspection or tests by IIMC/IIMC Authorized Person or any of their representative(s)/agency(ies) nominated by IIMC or IIMC Authorized Person in this behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

The SERVICE PROVIDER shall furnish to the IIMC Authorized Person for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials intended for incorporation in the works, such samples are to be submitted before the work is commenced permitting sufficient time for test(s)/examination(s) thereof of IIMC. All materials furnished and incorporated in the work shall conform to the approved sample(s) in all respects.

The IIMC Authorized Person shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items and components) supplied by the SERVICE PROVIDER for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of IIMC without rejection and notwithstanding previous approval thereto by or on behalf of IIMC (the decision of the IIMC Authorized Person as to any defect as aforesaid being final and binding upon the SERVICE PROVIDER), and upon such rejection, the SERVICE PROVIDER shall either perform such work or improvement thereon or in respect thereof, as shall be necessary to bring the material item/component to the requisite standard, or shall, if so required by the IIMC Authorized Person (whose decision in this behalf shall be final), remove the rejected material/ item/ component from the job site within the time specified by the IIMC Authorized Person and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/item(s)/component(s) approved by the IIMC Authorized Person.

9. INSPECTION AND EVALUATION

9.1 IIMC reserves the right to evaluate the SERVICE PROVIDER on the following basis:

QUALITY & EVALUATION CHECKLIST

Sl. No.	Area	Basis of Scoring	Good Rank 1	Average Rank 2	Poor Rank 3	Score	Remarks
1.	Garden Area	Daily Watering of plants					
2.	Garden Area	Watering of plants as per the season/weather					
3.	Garden Area	Trimming & pruning					
4.	Garden Area- Lawns	Type of work: General appearance Mowing height Water/moisture					

		Edging/trimming Pest/disease control Weed control					
5.	Garden Area - Plants	Plant condition Water/moisture Pest/disease control Cultivation Staking Dead heading Trimming Fertilizing Weed control Edging					
6.	Garden Area	Pesticide treatment with minimal environmental hazards					
7.	Garden Area	Fertilizer usage					
8.	Garden Area	Regular mowing					
9.	Garden Area - Shrubs and Ground Cover	General condition Water/moisture Pest/disease control Pruning Shearing Trimming Weed control Cultivation Fertilizing Mulching					
10.	IIMC Premises	Cleanliness (All Area including Roads)					
11.	Garden Area	Replenishment of uprooted vegetation					
12.	Garden Area	Monthly cleaning area around lakes					
13.	Garden Area - Trees	General condition Water/moisture Pest/disease control Edging wells Pruning Repair Hazards Plant Support Stakes/wires/anchors					

		Base damage/girdling Fertilization Mulch					
14.	IIMC Premises	Upkeep of equipment & tools					
15.	IIMC Premises	Continuity of work					
16.	IIMC Premises	Taking extra initiative during special occasions or festivals					
17.	IIMC Premises	Accumulation of Water					
18.	Garden Area	Cultivation of Seasonal Flowers					
19.	IIMC Premises	Removal of hazards					
20.	Garden Area	Mulching					

Note:

- 1 The Evaluation will be done by the Institute on a quarterly basis.
1. Based on the performance of the Service Provider as per the Evaluation sheet given above, appropriate action may be taken by the Institute regarding penalty etc. as mentioned in details under the clause 7 of this document.

10. CONDITIONS OF WORK

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Exhibit B).

IIMC shall not be responsible for any idle time payments to SERVICE PROVIDER.

Should it be necessary to work on Sunday and / or holiday, the SERVICE PROVIDER shall so work with extra compensation, after obtaining prior approval from the IIMC.

IIMC AUTHORIZED PERSON

SERVICE PROVIDER AUTHORIZED
PERSON

(Signature)

(Signature)

EXHIBIT B**SERVICE SPECIFICATONS & STANDARD OPERATING PROCEDURE****1. EXECUTIVE SUMMARY**

1.1 The Indian Institute of Management Calcutta, Joka (hereinafter known as IIMC) recognises the important part played by the IIMC's grounds, gardens, in providing a safe, healthy and aesthetically pleasing environment for residents, boarders, faculty, staff and visitors.

1.2 This Standard Operating Procedure establishes the acceptable Gardening/ Sweeping & cleaning of all Metal roads and Hard Cemented areas for the entire IIMC Campus with the following key objectives:

A. Maintain an aesthetically pleasing landscape that is both functional and complementary to IIMC's premises throughout the year.

B. Maintenance of gardens, flower beds, flower pots trees, undertaking tree surgery, sweeping and cleaning of all metal roads

1.3 The contents of this Standard Operating Procedure (SOP) applies to & its contractual staff engaged in Gardening Operations at designated areas within the premises of IIMC Campus, Joka with effect from, 2020 to, 2022.

2. MANPOWER DEPLOYMENT

For Gardening, All Metal Roads and Hard Cemented Area Cleaning Services within IIMC, adequate manpower as shall be required to achieve the objectives of the Scope of Work (Exhibit A) shall be provided by the SERVICE PROVIDER

Quantum of work to be done is as per the Scope of Work (Exhibit A).

Quantum of work to be done is as per the below table:

Sl No	GARDENING Activity	Periodicity
1	Sweeping of patrol road and open area, all metal roads and hard cemented areas	Daily

2	<p>Garden maintenance work, Children's Park sweeping, trimming of plants.</p> <p>Pesticides application on plants</p> <p>Proper manure has to be given for lawn & plants.</p> <p>Watering of plants and flower pots every day. The frequency of watering per day shall depend on the seasons and the weather of a particular day. (Eg. In summer, twice to thrice a day as and when required)</p> <p>Maintenance of lawn including removal of weeds in rose garden area.</p> <p>Preparation of flower beds alongwith flowers alongwith proper maintenance of the existing flower beds.</p>	Daily
3	Collection of dry leaves from collection area & dispose the same in the dumping pit within the IIMC premises.	Daily
4	<p>Maintenance of lawn including removal of weeds. The lawn has to be treated with pesticides whenever required.</p> <p>Proper application of manure in the lawn. Watering of lawn every day.</p>	Daily
5	Arranging Flower pots during functions and putting them back to their original places after the functions are over	Upon requirement

3. SPECIFIC RESPONSIBILITIES

- a. Soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, seed sowing, bed preparation and planting.
- b. Garden beds to be maintained free of weeds and plants to be looked after according to specific requirement of the species
- c. Ensure that pruning of shrubs (after flowering), trees and hedges are done appropriately to maintain a good health of the vegetation and further to ensure that the vegetation looks good and even giving an aesthetically good look to the garden and the areas adjacent to it

- d. Lawns to be mowed and edges trimmed at defined periodicity. The cutting height to be kept between 40mm and 70mm. Lawns to be fertilised periodically, using fertilizers
- e. The use and maintenance of hand tools and basic knowledge of light mechanism and appropriate application of the same.
- f. The use of cylinder and rotary mowers, trimmers, leaf blowers and any other gardening equipment as and when required
- g. Ensure a qualitative mowing of the lawn
- h. Oil level checks and check for damage to any mower.
- i. Reporting malfunctioning of equipment to the concerned department
- j. To adhere to the Health & Safety requirements during the course of employment and ensure that no nuisance is caused to any person or the environment at large
- k. To ensure all equipment and machineries are stored securely and in clean condition after use.
- l. Appropriate transplantation of flowers, shrubs and trees
- m. Use natural fertilizers, trim the plants accordingly and water them as specified under 'GARDENING ACTIVITY WORK & MANPOWER MATRIX' of this Exhibit and ensure a good and appropriate health of the lawn
- n. Prune trees and hedges in ways that help the plants' health, are safe and look good.
- o. Maintain lawn and grass areas using machinery, natural fertilisers. (repetitive)
- p. To keep the gardens, thoroughfares and footpaths clear and free from debris at all times.
- q. Planting (purchasing, organising etc.)
- r. Keep the outside areas including the area just adjacent to the exterior of the hostel building, the pathways, ponds, steps, walls and the lawn clean and free from debris at all times

- s. Keep the tools under shed / store room in clean and tidy condition.
- t. Ensure that activities described at length throughout this Exhibit are done at defined periodicities.
- u. Replenish the areas where doob grass (*Cynodon dactylon*) have got uprooted and the hedges are regularly trimmed.
- v. Shrubberies of varied nature viz, in groups or in isolation are to be carefully replenished wherever necessary
- w. Seasonal flowers of varied shapes and sizes be planted and maintained and appropriately and more flower beds be created and any work incidental to creation of additional flower beds be done when so directed by IIMC or taking prior approval from IIMC.

4. MISCELLANEOUS FUNCTIONS

- a. Any activity complementary or incidental to Gardening Services, which IIMC may require from time to time shall be duly performed upon prior mutual agreement between the parties
- b. Vegetative litter should be composted for re-use on site where possible or disposed of in an approved manner

5. REPORTING DAMAGE

- a. While it is understood that the SERVICE PROVIDER is not responsible for reviewing the site for general hazards, should any dangerous or potentially dangerous situations be observed, then notification should be given at once, verbally, and where necessary in writing, to IIMC AUTHORIZED PERSON/IIMC and to the appropriate public agencies or authorities responsible for the safety and repair of such property as public utilities or for the protection of the environment.
- b. Notification of damage to property site features of the environment should be included in the site report and logbook.

6. The materials to be used for the above stipulated activities or any activity which may be incidental to such activities have been mentioned under the table 'GARDENING

MATERIAL LIST FOR IIMC PREMISES' The list is subject to discussions with IIMC to render better services/regular or periodic cost effective services & technologically efficient services.

DETAILS OF MATERIALS

Sl. No.	Item
1	Fertilizer
2	Seedling
3	Fungicide
4	Drain Brush
5	Cobweb Brush
6	Coconut Stick
7	Lime Powder
8	Carbolic Acid
9	Bleaching Powder
10	Round Bucket Bamboo made
11	Any other material(s) as required for carrying out the Job Contract successfully, as per the Exhibits given under this contract

7. EQUIPMENT

- a. All equipment for the purpose of Gardening & Sweeping/ cleaning shall be provided by the Service Provider
- b. The equipment to be used for GARDENING purposes shall be ISI certified and procured from approved manufacturers or suppliers after discussions with IIMC.
- c. In case ISI marked materials is not available, materials shall be obtained from sources/suppliers/manufacturers after discussions with IIMC, provided that no approval from IIMC or any representative from IIMC shall relieve the SERVICE PROVIDER from his full responsibility from using materials which are of inferior quality, defective or unstable.
- d. If, during the execution of the work, IIMC finds it necessary to do so, IIMC may, at its discretion and convenience provide labour, machinery and / or equipment to the SERVICE PROVIDER for the performance of the work and / or testing of the works. The terms and conditions excluding compensation for providing such labour, machinery or equipment shall be mutually agreed upon between IIMC

and the SERVICE PROVIDER and shall be in addition to the existing clauses unless a specific clause is included in the Contract to the effect that the existing clauses would deem to cover the provisions for supplying labour, machineries or equipment as stipulated above in the paragraph.

- e. IIMC reserves the right to determine the rates at which it shall provide any labour, machinery or equipment to the SERVICE PROVIDER for any purpose/s stipulated in the preceding paragraph and further holds the right to amend the rates from time to time as and when required.
- f. Recoveries: The amount(s) recoverable by IIMC from the SERVICE PROVIDER in respect of labour, equipment and / or machinery procured or supplied by IIMC shall (without prejudice to any other mode of recovery) be debited to the SERVICE PROVIDER's account and deducted from the Running Account of Final Bill(s) of the SERVICE PROVIDER and / or any monies from time to time becoming due to the SERVICE PROVIDER.
- g. Any labour, equipment and / or machinery supplied or procured by IIMC shall be utilized by the SERVICE PROVIDER only for use in the contractual work.
- h. The SERVICE PROVIDER shall ensure safe custody of the IIMC equipment at IIMC premises and shall keep IIMC indemnified against any loss, damage, theft or misuse thereof.
- i. The equipment shall be such that the risk of spillage, inadvertent spraying or misdirection is minimized
- j. **DETAILS OF EQUIPMENT**

Sl. No.	Item
1	Lawn Mower Machine
2	Bush Cutter Machine
3	Garden Tools maintenance/ purchase like bamboos, jhawa, etc.

8. UNIFORM:

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform on all days of work within the premises of

IIMC. The uniform provided shall be of skin-friendly fabric which along with the colour shall be approved by IIMC. SERVICE PROVIDER shall further be responsible to provide certain specific apparels to protect the workers from seasonal and climatic hazards, which shall be approved by IIMC in all respect (colour, fabric and design).

9. PERSONAL PROTECTIVE EQUIPMENT

- Selecting proper PPEs depend upon the nature of the job, identified hazards and seasonal and climatic hazards.
- a. When dealing with chemical hazards, material safety data sheet (MSDS) is to be consulted to determine what type of PPE is needed to properly protect employees.
- b. Every chemical on-site should have a corresponding MSDS sheet that gives detailed information about the chemical.
- c. Examples of Types of personal protective equipment to consider:
- d. Safety Gloves (work gloves, latex, nitrile, chemical-specific)
- e. Safety glasses, goggles
- f. Mouth and Nose Cap suffice
- g. Mouth and Nose Cap
- h. Sleeve protectors/Long Sleeve Clothing
- i. Helmet/Hard Hat
- j. Slip-resistant shoes/Appropriate Working Shoes
- k. Slip-resistant long knee length gumboots and raincoats during the monsoons or as and when it rains.

10. PERIODIC TRAINING

- a. The Service Provider shall ensure trainings at frequencies provided below and as decided between IIMC and the SERVICE PROVIDER for all workers deployed under the Agreement. All trainings shall be documented, signed off by attendees and submitted to IIMC Authorized Person upon completion.

- b. Trainings should cover the following areas:
- c. Basic First Aid
- d. Gardening Skill Training
- e. Attitudinal & Behavioural Correction
- f. Supervisory Skill Development
- g. Personal Appearance & Hygiene
- h. POSH Training

11. IIMC INFRASTRUCTURE

POWER, WATER AND OTHER FACILITIES

- a. IIMC would be responsible to provide within the scope of work, Water, Power, at or about the job site(s) for the SERVICE PROVIDER.
- b. IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

12. MISCONDUCT

- a. If and whenever any of the SERVICE PROVIDERS or Sub-SERVICE PROVIDERS or their agent(s) / subagent(s), consultant(s) or employee(s) shall in the opinion of the IIMC Authorized Person (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his / their duties, or if in the opinion of the IIMC Authorized Person (which shall be final) it is undesirable for any reason (which need not be disclosed to the SERVICE PROVIDER) for such person(s) to be employed in the work, the SERVICE PROVIDER, if so directed by the IIMC Authorized Person, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the IIMC Authorized Person.
- b. Any person(s) so removed from the works shall be immediately replaced at the

expense of the SERVICE PROVIDER by a qualified and competent substitute.

- c. If any activities of any such person are considered by IIMC or IIMC Authorized Person to be criminal in character and/or prejudicial to the public or national interest, the SERVICE PROVIDER shall, in addition to removing such person(s) as stipulated above, also co-operate with IIMC in lodging such complaints with the police or other authorities as IIMC or IIMC Authorized Person considers necessary, and shall co-operate with IIMC, in handing over such person(s) to the concerned authorities as decided by IIMC.
- d. The following list of acts shall constitute MISCONDUCT, among other misconducts contained in the Industrial Employment Standing Orders Act, 1946 and Model Standing Orders as applicable: :
 - e. Willful insubordination or disobedience, whether alone or in combination with other
 - f. Theft, fraud or dishonest means
 - g. Taking or giving bribes or any illegal gratification
 - h. Habitual late attendance or absenteeism from work
 - i. Drunkenness, fighting, riotous or disorderly or indifferent behaviour
 - j. Habitual negligence
 - k. Smoking near or around the area where combustible or other materials are locked or consuming tobacco in any form within the IIMC premises
 - l. Habitual indiscipline
 - m. Causing damage to the property of the Corporation or that of the SERVICE PROVIDER or creating willful hindrance in the progress of work.
 - n. Sleeping on duty
 - o. Malingering or slowing down work
 - p. Giving of false information regarding name, age, father's name etc

- q. Habitual loss of wage cards supplied by the employers
- r. Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place
- s. Bad workmanship in maintenance by skilled workers which is not approved by the Corporation and for which the SERVICE PROVIDER is compelled to undertake rectification
- t. Making false complaints and/or misleading statements
- u. Engaging on trade within the premises of the establishments
- v. Any unauthorized divulgence of business affairs of the employers
- w. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer
- x. Holding meeting inside the premises without previous sanction of the employers
- y. Threatening or intimidating any workmen or employer during the working hours within the premises or committing any form of riotous behavior
- z. Non-observance of Safety norms/practices applicable to the Worksite
- aa. Unauthorisedly leaving the premises of the establishment without the previous permission of the supervisor
- bb. "sexual harassment which includes unwelcome sexual determined behaviour (whether directly or by implication), such as:-
 - cc. physical contact and advances; or
 - dd. a demand or request for sexual favours; or
 - ee. sexually coloured remarks; or
 - ff. showing pornography; or
 - gg. any other unwelcome physical, verbal or non -verbal conduct of sexual nature

13. SAFETY CODE

RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

13.1 Before commencing the work, SERVICE PROVIDER shall submit a "SAFETY PLAN" to the authorized IIMC Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the SERVICE PROVIDER to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The SERVICE PROVIDER shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the SERVICE PROVIDER IIMC shall have right to review and suggest modification in the Safety Plan. SERVICE PROVIDER shall abide by IIMC decision in this respect.

13.2 The SERVICE PROVIDER shall take all necessary safety precautions and arrange for appropriate appliances as per direction of IIMC or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

13.3 The SERVICE PROVIDER shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized IIMC officials:

- a. Safety Helmets conforming to IS - 2925: 1984.
- b. Safety Belts conforming to IS - 3521: 1983.
- c. Safety Shoes conforming to IS - 1989: 1978.
- d. Eye and Face Protection devices conforming to IS - 8520: 1977 and IS - 8940: 1978.
- e. Hand and body protection devices conforming to: IS - 2573: 1975 IS - 6994: 1973 IS - 8807: 1978 IS - 8519: 1977.

13.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the SERVICE PROVIDER shall be of safe design and construction. These shall be tested and certificate of fitness shall be obtained before putting them to use and from time to time as instructed by authorized IIMC official who shall have the right to ban the use of any item.

13.5 All electrical equipment, connections and wiring for constructions power, its distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by

the SERVICE PROVIDER to carry out all types of electrical works. All electrical appliances including portable electric tools used by the SERVICE PROVIDER shall have safe plugging system to source of power and be appropriately earthed.

13.6 Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the SERVICE PROVIDER shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized IIMC official at the site shall also be taken by the SERVICE PROVIDER in all such matters.

13.7 The SERVICE PROVIDER shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

13.8 The SERVICE PROVIDER shall be held responsible for any violation of statutory regulations local, state or central and IIMC instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another SERVICE PROVIDER's or agency's cost of damages if any, to life and property arising out of such violation of statutory regulations and IIMC instructions shall be borne by the SERVICE PROVIDER.

13.9 In case of a fatal or grievous injury to any person at construction sites due to lapses by the SERVICE PROVIDER, the victim and/or his/her dependents shall be compensated by the SERVICE PROVIDER as per statutory requirements. However, if considered necessary, IIMC shall have the right to impose appropriate financial penalty on the SERVICE PROVIDER and recover the same from payments due to the SERVICE PROVIDER for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by IIMC giving opportunity to the SERVICE PROVIDER to present his case.

13.10 In case of any damage to property due to lapses by the SERVICE PROVIDER, IIMC shall have the right to recover cost of such damages from payments due to the SERVICE PROVIDER after holding an appropriate enquiry.

13.11 In case of any delay in the completion of a job due to mishaps attributable to lapses by the SERVICE PROVIDER, IIMC shall have right to recover cost of such delay from payments due to the SERVICE PROVIDER, after notifying the SERVICE PROVIDER suitably and giving him opportunity to present his case.

13.12 If the SERVICE PROVIDER fails to improve the standards of safety in its operation to the satisfaction of IIMC after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized IIMC official, IIMC shall have the right to take corrective steps at the risk and cost of the SERVICE PROVIDER after giving a notice of not less than seven days indicating the steps that would be taken by IIMC.

13.13 The SERVICE PROVIDER shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized IIMC official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SERVICE PROVIDER to the authorized IIMC official from time to time as prescribed.

13.14 Before commencing the work, the SERVICE PROVIDER shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of IIMC.

13.15 If Safety record of the SERVICE PROVIDER in execution of the awarded job is to the satisfaction of Safety Department of IIMC, issuance of an appropriate certificate to recognize the safety performance of the SERVICE PROVIDER may be considered by IIMC after completion of the job.

13.16 Before conducting any work which may produce excessive noise, dust or cause any other inconvenience to the staff, students, boarders, faculty etc, the SERVICE PROVIDER shall give adequate notice to the Area-In-charge. Such notice of work shall be given at least one day before commencing such work.

13.17 Handling and application of all chemicals, including, but not limited to pesticides including herbicides, fungicides and insecticides, shall be done in accordance with extant legislations.

13.18 The posting of warning signs and proper advance notification to people in the area shall be done before any spraying is to be carried out.

REQUIRED INSURANCE**I. INSURANCE REQUIREMENTS**

Without limiting SERVICE PROVIDER's liability to IIMC, SERVICE PROVIDER, at its sole cost and expense, shall maintain the following insurance coverage during the term of the Agreement:

1.1 Employees' Compensation Act Policy (ECA)/ Other Acts in Currency

All insurance coverage required by statute under the Employees' Compensation Act insurance which provides coverage for employment related death, disability and accidents as per statutory limits.

2. EVIDENCE REQUIRED

Prior to the commencement of any work or services under the Agreement, SERVICE PROVIDER shall deliver to IIMC a Certificate of Insurance which evidences SERVICE PROVIDER's compliance with this Section.

3. NOTICE OF CANCELLATION, NON-RENEWAL, OR OTHER MATERIAL CHANGE IN COVERAGE

SERVICE PROVIDER shall provide IIMC- with thirty (30) days prior written notice of cancellation, non-renewal or failure to renew, or other material change in the coverage provided, including the exhaustion of or material reduction in available limits.

4. QUALIFIED INSURER

All required insurance policies must be issued by IRDA approved insurance companies.

EXHIBIT D**SAFETY, HEALTH & ENVIRONMENT MANAGEMENT SYSTEM****1. Commitment by IIMC**

IIMC is committed to be an environmentally sound body in its activities, products, services and to provide safe and healthy working environment covering its students employees, contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.

2. Commitment by Service Provider

The Service Provider shall commit towards Safety, Health and Environment Management System in line with the following:

3. SAFETY:

- a. Safe systems of works must be established, implemented and maintained to ensure that all health and safety related risks are adequately managed.
- b. Own staff as well as SERVICE PROVIDER employees must exercise safe behaviour; follow safe operational rules as well as safe work practices.
- c. Permit to work process must be established to ensure that hazardous, non-routine work is assessed, planned, authorized and carried out in a way that ensures health and safety of the employees and contractors involved, and others who may be affected.
- d. Equipment must be operated and maintained within design parameters.

4. HEALTH

- a. Task/job related health screenings (fitness for duty medical evaluations) of all employees must be performed in line with local legal requirements.
- b. First aid facilities and/or ready access to adequate medical services must be ensured at every worksite based on complexity of operation, number of employees and remoteness of the worksite (i.e. basic first aid to full scale medics/paramedics intervention).

5. ENVIRONMENT

SERVICE PROVIDER agrees to implement any and all recommendations from IIMC in terms of implementing and adopting the Safety, Health and Environment Policy.

For security reasons, the contractor shall furnish details of his workforce along with photographs to IIMC before they are brought into the IIMC- premises for providing various services.

EXHIBIT E**Force Majeure Event****1 FORCE MAJEURE**

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Article 2, 3 and 4 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

2 Non-Political Event

For purposes of Article 1 hereinabove, Non-Political Event shall mean one or more of the following acts or events:

(i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Service Provider's Site or beyond design specifications for the Construction Works) or landslide;

(ii) radioactive contamination or ionizing radiation;

(iii) strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Service Provider for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 3;

(iv) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by IIMC;

3 Indirect Political Event

For purposes of Article 1 hereinabove, Indirect Political Event shall mean one or more of the following acts or events:

(i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;

(ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fees by the Service Provider for a period exceeding a continuous period of 7(seven) days in an Accounting Year; or

(iii) Any public agitation which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.

4 Political Event

For purposes of Article 1 hereinabove, Political Event shall mean one or more of the following acts or events by or on account of IIMC or any other Government Agency:

- (i) Change in Law, only when provisions of Article 14 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Service Provider Facility or rights of the Service Provider or of the Contractors; or
- (iii) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider or any of the Contractors to perform their respective obligations under the Services Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

7 Termination

If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

8 Dispute Resolution

Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

EXHIBT-F

< ON LETTER HEAD OF CONTRACTOR >

Date:

To

Mr _____

Further to your application and subsequent interview, we have pleasure to appoint you as ____ (designation) on the following terms and conditions:

2) You will be in the first instance on probation for a period of six months, which may be extended further, by a period of six months. You will, however, continue to be on probation till Management confirms you in writing. The Management may terminate your services either during or after completion of the probation period if your performance/conduct is not found to be satisfactory.

3) Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The Management shall have every right to get you medically examined or re-examined at any time by the Registered Medical Practitioner, whose findings will be final and binding upon you.

4) Your work, duty hours and shift working will be regulated from time to time purely at the discretion of the Management as per expediency of service.

5) Your services are liable to be transferred or deputed from one place to another and/or from one establishment to another, or from department to another purely at the discretion of the Management. Such transfer may also be to such places and clients wherever your services are required or to be deputed or transferred in future whether such establishments are in existence today or which may come into existence in the future.

6) We are in the business of providing ____ services to our various clients. Hence, the duration of your appointment is co-terminus with the duration of our contract with the client and your employment shall automatically come to an end on termination of the said contract.

7) You will be the whole-time employee of _____ (name of the Contractor) and will not engage yourself in any work similar in nature to that of the ____ (name of the Contractor) and/or in which you may for the time being be engaged by the organization and/or engage yourself anywhere in your work, professional or employment either honorary or otherwise during the period of your employment with _____ (name of the Contractor)

8) You will not utilize, disclose or divulge to any person any trade secret or confidential information or documents of the _____ (name of the Contractor)

9) Your services will be governed by the Standing Orders and the Service Rules applicable to the organization as in force from time to time.

10) You may be laid-off on payment of 50% wages on account of shortage of work, materials, electricity and similar other reasons.

11) You may be selected and sponsored by us for familiarization/training assignments within the organization or any other institution/organizations in India and or abroad. You will diligently and beneficially take part in the training and assignments from time to time on such terms and conditions as may be specified.

12) Your services will be liable to be terminated on one month's notice or on payment of one month's salary in lieu thereof. Similarly, you will not terminate your services without giving one month's notice or salary in lieu thereof and in case of failure on your part to do so, the Management will be entitled to recover the requisite amount from you either by withholding dues or to that extent or otherwise, as may be necessary. The Management may waive notice and relieve you immediately if you chose to resign.

13) You will not engage in any act that may amount to misconduct and you will always observe and follow instructions given by your superiors. The Management may dismiss you from the services without notice for engaging in any act or omission amounting to misconduct.

14) In case any act of omission constituting misconduct is alleged against you, you may be suspended pending enquiry and will be paid subsistence allowance for the days of suspension at 50% of wages payable to you.

15) You shall retire on attaining the age of 60 years (or as applicable). Your date of birth, as per the records produced by you is _____. Please note that this date of birth shall be considered valid for all official records.

16) In case of change in the address during the course of employment, it will be your duty to intimate the Management in writing within three days from the date of such change and will get the change so recorded in the Register of Address maintained for the purpose by the Company.

17) All communication sent to you by the Management at your last given address will be deemed to have been received by you.

In case the above terms and conditions are acceptable to you, please sign the copy of the letter in token of your acceptance and return the same for our records.

For _____

Declaration

I have read and understood the above terms and conditions of employment and accept the same, and further undertake to abide by them.
