

## 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 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 FACILITY MANAGEMENT (HOUSEKEEPING, FOOD & BEVERAGES, UPKEEP & MAINTENANCE, AND RECEPTION MANAGEMENT) to the MANAGEMENT DEVELOPMENT CENTRE (MDC) within IIMC campus. An Excel sheet containing a snap shot of the services to be provided under various heads is attached in **the Annexure(s) to SoW**.

#### 2. 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, consumables, temporary work or any other item that shall be 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 Provide 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 IIM C and shall not refuse any work given to them at any point of time.

### **3.POWER, WATER AND OTHER FACILITIES**

- IIMC shall 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 basis for extension of time for completion.

### **4.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 capabilities criteria, 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.

### **4. 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).

The Facility is to be manned round the clock on all days of the year. Therefore, the Service provider should make provisions of manpower and resources accordingly.

## **5 MANPOWER CRITERIA**

The Service provider shall provide persons as per requisite educational background, expertise and experience.

## **6. BACKGROUND SCREENING GUIDELINES**

Prior to any person being assigned/deployed and beginning work for IIMC under this Agreement, the following background screening guidelines must be administered and successfully passed by that person ("Contract Person"):

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. Verification of any educational qualification including post high school education or degrees, or professional certifications and /or relevant expertise and experience.
4. All vendor employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License
5. All vendor employees need to submit a copy of their residential address proofs
4. SERVICE PROVIDER shall keep copies of background screening documentation and provide certification of their completion to IIMC when requested.

## **7. 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.

Separate Designated Uniforms shall be worn at all times by all SERVICE PROVIDER employees engaged in:

i. Housekeeping

ii. Food & Beverage: The Catering workforce shall wear disposable gloves while serving in dining hall and cooking. The Cook shall wear cap on his head while cooking and the same shall be worn by the serving staff in the dining hall.

iii. Upkeep & Maintenance

iv. Reception Management

The above uniform materials and color should have the approval of IIMC.

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.

## **8. INSPECTION OF BOOKS AND OTHER DOCUMENTS**

The SERVICE PROVIDER shall allow inspection of the Registers and other documents prescribed 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.

## **9. RESPONSIBILITIES OF SERVICE PROVIDER TO ENSURE NON-DISRUPTION OF WORK IN ALL SEASONS**

- The execution of the work(s) shall entail working every day of the year. In so far as necessary, the SERVICE PROVIDER shall maintain at each job site at all times such material, labour, equipment and machinery as may be required for the performance of the work.

- The SERVICE PROVIDER shall not be entitled to any extra compensation or remuneration for or relative to any work to be done in any season including during the monsoon or for or relative to any special arrangements to be made and / or equipment or machinery to be brought to the job site(s) to enable such working.
- SERVICE PROVIDER shall be responsible and shall supply their own equipment for due execution of the work as per the Scope of Work.

**10. PRICING: Invoice** which is complete in all respects (including but not restricted to) to all compliance documents, satisfactory job execution certificate, attendance reports along with Monthly Reports and the Inspection Checklist filled up by the SERVICE PROVIDER shall be submitted to IIMC on a month-on-month basis for scrutiny and clearance.

#### **11. 1. FEES.**

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

The Service Provider shall be paid a fixed job contract fee. 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,
- b) all type of material required to do effective job performance as laid down in the Standard Operating Procedure
- c) All type 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) Taxes as applicable
- 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

(ii) 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.

(iii) It is agreed by and between the parties that all rates (on job work basis, as well as food & beverages charges at MDC) are inclusive of manpower and material/consumables components.

(iv) 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.

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#### **SoW\_Annexures.**

**i) Housekeeping**

**ii) F&B Menu**

## EXHIBIT B

### SERVICE SPECIFICATONS & STANDARD OPERATING PROCEDURE

#### STANDARD OPERATING PROCEDURE

##### **1. EXECUTIVE SUMMARY**

1.1 The Indian Institute of Management, Calcutta strives to provide a safe, healthy and aesthetically pleasing environment for its staff, guests, SERVICE PROVIDERs, and visitors.

1.2 This Standard Operating Procedure establishes the acceptable Housekeeping Practices, Food and Beverage preparation and supply, Upkeep and Maintenance of Common Areas & Reception Management for the Management Development Centre with the following key objectives:

A. Maintain the designated areas in a hygienic, clean and pleasing manner which is both functional and complementary to IIMC's premises throughout the year.

B. Maintain the IIMC Campus in such way to promote a positive image of IIMC to residents, faculty, service users, staff and visitors.

D. Maintenance, cleaning and upkeep of Living Rooms in the MDC which is akin to the standards of a 3-star Hotel Facility.

E. Preparation & serving of hygienic and good quality food and beverages.

F. Courteous and professional Reception Management.

1.3 The contents of this Standard Operating Procedure (SOP) applies to ..... & Its contractual staff engaged in Facilities Management at the Management Development Centre (MDC) within the premises of IIMC Campus, Joka with effect from ....., \_\_\_\_\_ to ....., \_\_\_\_\_.

##### **2. MANPOWER DEPLOYMENT**

For Facilities Management in the Management Development Centre (MDC) 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).

### 3. MATERIAL LIST (illustrative)

1	WET MOP	PIECE
2	DRY MOP	PIECE
3	PHENYL (specification)	LITRES
4	TOILET CLEANER ( <i>specification</i> )	LITRES
5	TOILET CLEANER DIVERSY R6 ( <i>specification</i> )	LITRES
6	FLOOR CLEANER (specification)	LITRES
7	LOCAL HAND SOAP (specification)	LITRES
8	DUSTER	PIECE
9	NAPHTHALENE BALLS	KG
10	ROOM FRESHNER	BOTTLE
11	TOILET BRUSH	PIECE
12	HAND SCOTCH BRITE	PIECE
13	BLEACHING AGENT/POWDER	KG
14	PLASTIC BELCHA	PIECE
15	BROOM STICK	PIECE
16	ODONIL / GODREJ AER	PIECE
17	COCONUT STICK	KG
18	ORNAMENTAL TOILET NET	PIECE
19	TOILET ROLL	PIECE
20	WIPER/RUBBER BRUSH	PIECE
21	CLOTH DUSTER	PIECE
22	LIQUID SOAP	LTR
23	ACID	LTR
24	CLEANING POWDER FOR BASIN	KG
25	TISSUE PAPER	KG
26	TOILET SOAP	LTR



27	BLACK PHENYL	LTR
28	SOFT BROOM	PCS
29	CARBORIC ACID	LTR
30	DUST BIN BAG/GARBAGE BAG	PCS
31	COBWEB BRUSH	PCS
32	FEATHER BRUSH	PCS
33	CEILING FAN CLEANING BRUSH	PCS
34	PEST CONTROL CHEMICALS	
35	HEADCAP FOR FOOD AND BEVERAGE WORKMEN	
36	ADEQUATE NO. OF UTENSILS	

### 3. EQUIPMENT

- All equipment for housekeeping AND F&B shall be provided by the Service Provider
- All equipment shall be ISI certified and procured from approved manufacturers or suppliers after discussions with IIMC.
- In case ISI marked materials is not available, materials shall be obtained from sources/suppliers/manufacturers post 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.
- 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.

- 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.
- 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.
- Any equipment and / or machinery supplied or procured by IIMC shall be utilized by the SERVICE PROVIDER only for use in the contractual work.

SERVICE PROVIDER shall be responsible to ensure utilization of the equipment and / or machinery only within the capacity of such equipment and / or machinery, to ensure the proper utilization thereof in all respects without any manner of abuse or excess, and shall follow and obey all instructions or directions as shall or may be given by the IIMC in respect thereof, and if so required by IIMC, shall provide at cost (to be determined by IIMC in the event of dispute) labour for the operation, maintenance and repair of the equipment / machinery and / or shall operate, maintain and/or repair the same at his own costs and expenses, and provide all the inputs necessary for the operation, repair and maintenance thereof, including spare parts, fuel and lubricants. The SERVICE PROVIDER shall keep IIMC indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.

The SERVICE PROVIDER shall ensure safe custody of the IIMC equipments at IIMC premises and shall keep IIMC indemnified against any loss, damage, theft or misuse thereof.

The SERVICE PROVIDER shall ensure return of the equipment / machinery to IIMC upon

Completion of the works or earlier determination of the Contract or as and when called upon by IIMC to return the same during the execution of the work in the same condition in which the equipment / machinery was brought at the job site or delivered to the SERVICE PROVIDER, as the case may be.

**The following is a list of equipment to be used for housekeeping purposes(illustrative):**

- TASKI Vacuum Cleaner
- TASKI Scrubbing Machine
- J D High Pressure Jet
- TASKI Auto Scrubber Dryer
- Any other related equipment
- All equipment used in connection with housekeeping facilities shall be maintained in a clean and safe working condition.

#### **4. 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).

#### **4. PERSONAL PROTECTIVE EQUIPMENT**

- Selecting proper PPEs depend upon the nature of the job and identified hazards and seasonal and climatic hazards.
- 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.

- Every chemical on-site should have a corresponding MSDS sheet that gives detailed information about the chemical.
- Examples of Types of personal protective equipment to consider:
- Gloves (work gloves, latex, nitrile, chemical-specific)
- Safety glasses, goggles
- Head cap, mouth and nose Cap
- Sleeve protectors
- Aprons
- Slip-resistant shoes

## **5. PERIODIC TRAINING**

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

### **Trainings should cover the following areas:**

- Basic First Aid
- Basic Housekeeping Skill Training
- Soft Skills, Attitudinal & Behavioural Correction
- Supervisory Skill Development
- Personal Appearance & Hygiene
- POSH (Anti-Sexual Harassment) Training

## **6. IIMC INFRASTRUCTURE**

- POWER, WATER AND OTHER FACILITIES
- IIMC shall 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.

## **7. MISCONDUCT**

- If and whenever any of the 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.
- 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.

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.

The SERVICE PROVIDER shall keep IIMC indemnified from and against all personnel and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act or omission or intermission on part of any agent, sub-agent, consultant, or employee of the SERVICE PROVIDER, whether committed, omitted or arising with or without the scope of the contract, agency or employment, or otherwise.

**The following list of acts shall constitute MISCONDUCT**, among other misconducts contained in the Industrial Employment Standing Orders Act, 1946 and Model Standing Orders if applicable::

- Willful insubordination or disobedience, whether alone or in combination with other
- Theft, fraud or dishonest means
- Taking or giving bribes or any illegal gratification
- Habitual late attendance or absenteeism from work
- Drunkenness, fighting, riotous or disorderly or indifferent behaviour
- Habitual negligence
- Smoking near or around the area where combustible or other materials are locked or consuming tobacco in any form within the IIMC premises
- Habitual indiscipline
- Causing damage to the property of the Corporation or that of the SERVICE PROVIDER or creating willful hindrance in the progress of work.
- Sleeping on duty
- Malingering or slowing down work
- Giving of false information regarding name, age, father's name etc.

- Habitual loss of wage cards supplied by the employers
- Unauthorised use of employer's property of manufacture or making of unauthorized articles at the work place
- 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
- Making false complaints and/or misleading statements
- Engaging on trade within the premises of the establishments
- Any unauthorized divulgence of business affairs of the employers
- Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer
- Holding meeting inside the premises without previous sanction of the employers
- Threatening or intimidating any workmen or employer during the working hours within the premises or committing any form of riotous behavior
- Non-observance of Safety norms/practices applicable to the Worksite
- Commission of any act subversive of discipline or good behavior within or outside the premises of the establishment.
- "Sexual harassment which includes unwelcome sexual determined behaviour (whether directly or by implication), such as: -
  - physical contact and advances; or
  - a demand or request for sexual favours; or
  - sexually coloured remarks; or
  - showing pornography; or
  - any other unwelcome physical, verbal or non-verbal conduct of sexual nature

## 6. SAFETY CODE

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

6.1 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 the said 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.

6.2 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.

6.3 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: -

- (i) Safety Helmets conforming to IS - 2925: 1984.
- (ii) Safety Belts conforming to IS - 3521: 1983.
- (iii) Safety Shoes conforming to IS - 1989: 1978.
- (iv) Eye and Face Protection devices conforming to IS - 8520:1977 and IS - 8940: 1978.
- (v) Hand and body protection devices conforming to:
  - IS
  - 2573:1975
  - IS6994:
  - 1973
  - IS8807:
  - 1978
  - IS8519:1977

6.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the SERVICE PROVIDER shall be of safe design and construction. These shall be tested and certificate of fitness 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.

6.5 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.



6.6 The SERVICE PROVIDER shall not use any hand - lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

6.7 The SERVICE PROVIDER shall adopt all fire safety measures as laid down by IIMC and as per directions of the authorized IIMC official.

6.8 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.

6.9 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.

6.10 In case of a fatal or disabling injury accident 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 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 If the 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.

6.17 Before conducting any work which may produce excessive noise, dust or cause any other inconvenience to the staff, students, boarders, faculty, guests 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.

**6.18** 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.

**6.19** 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.

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Annexure.

i. IIMC equipment list – list of materials to be provided by IIMC (to be read in conjunction with SOW and related Annexures)

**EXHIBIT C**

**SERVICE LEVEL AGREEMENT**

**TO**

**MASTER SERVICES AGREEMENT**

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 Brand Equity. 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:

**1. QUALITY OF WORK**

<b>Contract Agreement Defaults/Non- Compliances</b>	<b>Penalties for Non-compliance</b>
<p><b>a. Housekeeping work</b> schedules are not adhered regarding timing, regularity &amp; utilization of required housekeeping equipments, materials etc.,</p> <p><b>(For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC daily and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER.)</b></p>	<p><b>Upto 1% of the Quarterly bill amount shall be deducted from total bill of the quarter as per discretion of IIM C</b></p>

<p>b. Facilities Management entrusted not done to the satisfaction of IIMC/IIMC Authorized Person/Faculty</p> <p><b>(For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC Authorized daily/ or as may be decided upon between Parties and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER.</b></p>	<p><b>Upto 1% of the Quarterly bill amount shall be deducted from total bill of the quarter as per discretion of IIM C</b></p>
<p>c. <b>Workman:</b> 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><b>d. Damage caused to the property of IIMC</b> or of any of the trainees/participants/faculty/IIMC employees, etc. present at IIMC premises by willful misconduct or gross negligence on the part of the workmen of the SERVICE PROVIDER.</p>	<p><b>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.</b></p> <p><b>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.</b></p>

**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.

Action as decided by IIM C would be recommended to the Service Provider

## 2. QUALITY ASSURANCE PLAN

Within two weeks of the receipt of the Letter of Acceptance from IIMC, the SERVICE PROVIDER shall submit to the IIMC Authorized Person, a detailed Quality Assurance Plan envisaged by him for ensuring due and proper adherence to Quality as required by the Specifications for the work. This Quality Assurance Plan (QAP) shall give in detail the Organization and Methodology, Checks and controls, as well as the Correction mechanisms built into the QAP system as envisaged by the SERVICE PROVIDER at the Site and elsewhere, for ensuring quality inputs into the work and for ensuring quality output on the Job.

The IIMC Authorized Person shall be entitled, from time to time and at any time to make or cause to be made such addition(s), modification(s) or alterations(s) in the QAP as he considers necessary to improve the QAP (the decision of the IIMC Authorized Person in this behalf shall be final and binding on the SERVICE PROVIDER), and the SERVICE PROVIDER shall thereafter follow the QAP as added, modified or altered by the IIMC Authorized Person.

The QAP shall encapsulate a robust process with fail-safe equipment and must also take into consideration any action which needs to be performed to address any exigency to ensure continuity of work.

## 3. 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 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 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 I 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.

#### **4. INSPECTION AND EVALUATION**

4.1 IIMC reserves the right to evaluate the SERVICE PROVIDER on the following basis: This Checklist shall be filled up by the IIMC Personnel and tallied with the Monthly Reports supplied by the SERVICE PROVIDER to the IIMC Management every month along with the Monthly Invoices for evaluation by IIMC Management.

#### **5. MDC - EVALUATION OF QUALITY & FEEDBACK CHECKLIST**

##### **5.1 Participant Rating**

**Rating scale:** Satisfactory / Average / Unsatisfactory

A) Feedback collected from MDP participants, as below.

Participants are requested to provide feedback on different aspects of services, on a scale of 1 to 5,

with 1 being lowest and 5 highest. Averages of each aspect are taken to form the composite score.

A score of less than 4 (out of 5) in two MDPs out of three consecutive programmes is considered to

be “Unsatisfactory” performance. The same shall be communicated to the vendor and action taken

report shall be sought. Performance on that parameter(s) is going to be monitored closely over the next few programmes, and in absence of any improvement, the vendor may be subject to appropriate reprimand.

An illustrative rating table is as given below.

Lodging and Boarding																	
Reception			Stay Room				Service by staff			Maintenance			Food (MDC)				
Courtesy of Reception Staff	Promptness to attend	Ambiance at Front Desk	Furniture and Upholstery	Cleanliness of Living Room	Cleanliness of Bathroom	Cleanliness of Linen, Blanket	Roomboys / Housekeepers	Dining Hall Attendants	Others	Class Room	Building (overall and common area)	Premises	Quality (taste)	Quantity	Adequate fruits & vegetables	Meal presentation (visual appeal)	Hygiene of dining hall
<b>Average Rating</b>																	

B) Participants are also requested to give Qualitative feedback, though optional, on the following:



- 1        Would you suggest any changes or comments regarding the food served?
  
- 2        If you had any problem during your stay, was it handled efficiently? If not, please share the details.
  
- 3        Suggestions, if any, for improvement of services, in order to make your future stays with us more satisfactory.

#### 5.2 PERIODIC REVIEW BY CMDP/INSTITUTE

- A) PERFORMANCE IMPROVEMENT REPORT, WHEREIN THE SERVICE PROVIDER NEEDS TO SUBMIT ALONGWITH THE MONTHLY BILL, MAJOR IMPROVEMENT ACTIONS TAKEN BY THEM, SPECIAL APPRECIATION/S RECEIVED FROM GUESTS OR END USERS, IF ANY, ETC.
  
- B) PERIODIC REVIEW MEETINGS, TO DISCUSS SPECIFIC AREAS OF IMPROVEMENT BY THE SERVICE PROVIDER, AND ANY NECESSARY SUPPORT TO BE PROVIDED BY IIM C.

## **EXHIBIT D**

### **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 E

### SAFETY, HEALTH & ENVIRONMENT MANAGEMENT SYSTEM

#### 1. Commitment by IIMC

IIMC is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its 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:

- Safe systems of works must be established, implemented and maintained to ensure that all health and safety related risks are adequately managed.
- Own staff as well as SERVICE PROVIDER employees must exercise safe behaviour; follow safe operational rules as well as safe work practices.
- 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.
- Equipment must be operated and maintained within design parameters.

#### 4. HEALTH

- Task/job related health screenings (fitness for duty medical evaluations) of all employees must be performed in line with local legal requirements.
- 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).

#### 4. ENVIRONMENT

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

5. 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 F

### 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**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be referred to Arbitration as per law within the jurisdiction of Kolkata. Provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.