

(DRAFT COPY)

**MASTER CONTRACT NO. xxxxxx**

**DATED THIS 01 DAY OF xxxx 20xx**

**BETWEEN**

**JMS MINING PRIVATE LIMITED**

**AND**

**ABC PRIVATE LIMITED**

**FOR**

**SUPPLY AND SERVICES AT PROJECT SITE  
OFFICE**



**THIS MASTER CONTRACT OF SUPPLY AND SERVICES ("Contract") IS CONCLUDED BY AND BETWEEN**

1. **JMS MINING PRIVATE LIMITED**, a company incorporated under the laws of India, with its registered office at Dongfang Electric Building 3rd Floor, Premises 16, MAR - 1111 Action Area 1A, Newtown, Rajarhat, Kolkata - 700156, West Bengal, India (hereinafter referred to as the "**Service Recipient**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **One Part**,

And

2. **ABC PRIVATE LIMITED**, with its registered office at << Address >> (hereinafter referred to as the "**Service Partner**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **Other Part**,

(The **Service Recipient** and the **Service Partner** shall, together, be referred to as the "**Parties**", and each individually as a "**Party**".)

**WHEREAS:**

- (A) The Service Recipient has shown interest in getting the maintenance services ("Services") at its project site office ("Site") from the Service Partner.
- (B) The Service Partner has agreed to provide the Services to the Service Recipient on the terms and conditions contained in this Contract.



**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. Subject Matter:**

The subject matter of this Contract concerns the Services to be provided by the Service Partner to the Service Recipient as mentioned in clause 3 ("**Services**") and payment for it by the Service Recipient as mentioned in clause 4, subject to and in accordance with the terms of this Contract.

**2. Terms of this contract:**

This Contract shall be effective from << Date >> ("Effective Date") and shall remain valid for the period as specified under the Supplementary Contract ('SC') or till such period, as may be extended by the Service Recipient, unless terminated as per clause 5 of this Contract.

**3. Scope of Contract:**

- (i) Deployment of manpower for upkeep of project site office.
- (ii) Supply of food.
- (iii) Security services to keep watch and ward and protection of the project site office.
- (iv) Renting & Hiring of AC / Non-AC Motor Vehicles.

The Service Partner shall ensure that the Services to be rendered by them are performed in a timely manner and in accordance with the requirements and standards of the Service Recipient.

**4. Contract Price & Payment Terms:**

- 4.1. Price for Services shall be mutually decided and will be agreed through a separate Supplementary Contract which will also be governed by the terms and conditions of this Contract.
- 4.2. The prices for Services mentioned hereunder shall be exclusive of all Indirect taxes / GST which the Service Partner shall add to its invoices at the prevailing rate. Service Partner has to ensure that invoices are timely recorded in GST returns otherwise GST amounts along with interest levied on them shall be deducted from the subsequent invoice.
- 4.3. Any change in the price agreed for the Services shall be as per clause 4.4 and shall be mutually decided. However, the Service recipient reserves the right to have sole discretion in changes of prices.
- 4.4. Price escalation on renewal of contract:

**a. Escalation for Food:**

Food escalation shall be based on the wholesale price index ("WPI") of "Food Articles" published by 'Office of The Economic Adviser, Department for Promotion of Industry and Internal Trade' (<https://www.eaindustry.nic.in>). Increase / decrease in the price shall be calculated at the time of renewal of contract in accordance with the following formula;

$$VP = \left[ \frac{(P2 - P1)}{P1} \times 100 \right] \% \times VC \times 0.25$$

Where:

VP = Variation in food cost.



- P1 = WPI of Food Article for the first month of first Supplementary Contract period for a particular site.  
P2 = WPI of Food Article for the first month of Supplementary Contract period which is subject to renewal for the same site.  
VC = Contract value for supply of food for the immediately preceding Supplementary Contract period which is subject to renewal.

**b. Escalation for Labour (manpower supply):**

Labour escalation shall be based on the All India Consumer Price Index ("AICPI") for Industrial Workers published by 'Labour Bureau, Government of India' ([https://www.labourbureaunew.gov.in/LBO\\_indexes.htm](https://www.labourbureaunew.gov.in/LBO_indexes.htm)). Increase in the price shall be calculated at the time of renewal of contract in accordance with the following formula;

$$VL = \left[ \frac{(L2 - L1)}{L1} \times 100 \right] \% \times VC \times 0.25$$

Where:

- VL = Variation in labour cost.  
L1 = AICPI for Industrial Workers for the first month of first Supplementary Contract period for a particular site.  
L2 = AICPI for Industrial Workers for the first month of Supplementary Contract period which is subject to renewal for the same site.  
VC = Contract value for supply of manpower supply / security services for the immediately preceding Supplementary Contract period which is subject to renewal.  
*The rates calculated as per formula above shall be in compliance with applicable minimum wages.*

**c. Escalation for Vehicle Renting / Hiring services:**

Renting & hiring of motor vehicles escalation shall be based on the wholesale price index of "HSD" published by 'Office of The Economic Adviser, Department for Promotion of Industry and Internal Trade' (<https://www.eaindustry.nic.in>). Increase / decrease in the price shall be calculated at the time of renewal of contract in accordance with the following formula;

$$VF = \left[ \frac{(F2 - F1)}{F1} \times 100 \right] \% \times VC \times 0.25$$

Where:

- VF = Variation in fuel cost.  
F1 = WPI of HSD for the first month of first Supplementary Contract period for a particular site.  
F2 = WPI of HSD for the first month of Supplementary Contract period which is subject to renewal for the same site.  
VC = Contract value for renting / hiring of motor vehicles for the immediately preceding Supplementary Contract period which is subject to renewal.

- 4.5. The Service Partner shall raise invoices by 1st day of the month for the Services rendered in the preceding month.



- 4.6. The Service Recipient shall pay the invoices within 45 days from the date of receipt of invoice subject to submission of all the required documents and fulfilment of all the statutory compliance as may be deemed required.
- 4.7. The Service Partner will be responsible for compliance of all statutory provisions as applicable specifically but not limited to labour laws and rules of the State and Central Government and relevant provisions of the Contract Labour (Regulation and Abolition) Act such as;
- (a) Payment of Minimum Wages Act 1948;
  - (b) Employees Provident Fund & Miscellaneous Provisions Act 1952 or The Coal Mine Provident Fund and Miscellaneous Provisions Act 1948, as applicable;
  - (c) Employees Compensation Act 1923;
  - (d) Contract Labour (Regulation and Abolition) Act 1970;
  - (e) The Payment of Wages Act 1936;
  - (f) The Bonus Act 1965;
  - (g) The Payment of Gratuity Act 1972;
  - (h) Food Safety And Standards Act, 2006;
  - (i) The Mines Act, 1952
  - (j) Inter State Migrant Workmen Act, 1979;
  - (k) The Private Security Agencies (Regulation) Act, 2005;
  - (l) Child Labour (Prohibition & Regulation) Act, 1986;
  - (m) The Motor Vehicle Act 1988;

and Rules and as per terms of Settlement likely to come into force within the site and/or such act(s)/ settlement as may be enforced by the State and Central Government from time to time for all the services provided by the Service Partner to the to the Service Recipient.

- 4.8. The Government of India has introduced labour codes to consolidate 29 central laws. These Codes regulate: (i) Wages Code, (ii) Industrial Relations Code, (iii) Social Security Code, and (iv) Occupational Safety, Health and Working Conditions Code. On the four new Codes made applicable (subsuming the current acts), the Service Partner shall be responsible for compliance of provisions of these codes.”
- 4.9. Service Partner shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 4.10. The Service Partner shall maintain all statutory registers under the applicable laws such as; Employee register, Wage Register, Register of loan/recoveries, Attendance register, Rest / Leave register etc. The Service Partner shall produce the same, on demand, to the Service Recipient as and when required.
- 4.11. The Service Recipient shall have right to recover / withhold amount from the invoices of the service partner along with other incidental cost, if any incurred, in case of delay / default by the service partner in aforesaid compliance.
- 4.12. The monthly invoices should necessarily be accompanied with documentary proof for the relevant period as mentioned below. A requisite portion of the invoice / whole of the invoice amount shall be held up till such proof is furnished, at the discretion of the Service Recipient.

Nature of Services	Documents as a proof of
General	Payment of GST for the invoice raised
Additionally for deployment of manpower, and drivers or along with motor vehicle	Contribution paid towards Provident Fund (PF) along with ESR copy, Contribution paid towards Employees State Insurance (ESI)/Insurance policy taken under Workmen



on monthly basis.	Compensation Act (WCA), Attendance Sheet, Wage Sheet & Bank Statement as a proof of wage payment. – All these documents should cover all the manpower deployed at site during any day of the corresponding month for which invoice is being raised.
Additionally for deployment of motor vehicle on monthly basis.	Vehicle logbook / duty slip covering day-wise record of running kilometre of the vehicle, updated driving licence of drivers, updated compliance doc. such as Road tax payment, Pollution certificate, Permit, fitness, Insurance of vehicle etc. – All these documents are required for all drivers and vehicles deployed on any day in the corresponding month for which invoice is being raised

- 4.13. The Tax Deduction at Source (T.D.S.) shall be deducted as per applicable laws, and a certificate to this effect shall be provided to the Service Partner on demand.
- 4.14. In case, the Service Partner fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Service Recipient is put to any loss / obligation, monetary or otherwise, the Service Recipient will be entitled to get itself reimbursed out of the outstanding invoices of the Service Partner, to the extent of the loss or obligation in monetary terms.
- 4.15. No payment shall be made in advance.
- 4.16. The Service Partner should have valid PAN/GST Registration.
- 4.17. The Service Partner should have all valid Registration / licenses / approvals under the applicable laws, required to provide the Services as per Clause 3 above.

## 5. Termination:

- 5.1. This Contract shall continue in force unless terminated in accordance with the following provisions:
- (a) By any party immediately in the event of declaration of liquidation / insolvency / bankruptcy or winding-up of the other party by an order of a competent authority; or
  - (b) By Service Recipient where performance of the Service Partner is not satisfactory in terms of quality or there has been deficiency in service; or
  - (c) Service Partner defaults in proceeding with works with due diligence and continues to do so even after notice in writing from Service Recipient, then immediately on the expiry of the period as specified in the notice; or
  - (d) Service Partner commits default/breach in complying with any of the terms and conditions of the Contract and does not remedy the same or fails to take effective steps to the satisfaction of Service Recipient, by a notice in writing of 30 (thirty) days.
  - (e) By mutual agreement between the Parties for which Minutes of the Meeting has to be prepared and signed by both Parties.
- 5.2. Service Recipient shall also have the right to terminate this contract by a notice in writing of 30 (thirty) days, without assigning any reason whatsoever. Service Partner shall be



entitled to payments for all works completed to the satisfaction of the Service Recipient prior to the termination of the Contract.

**6. Force Majeure:**

- 6.1. Neither Party will be liable for any failure or delay in performance of the Contract arising from strikes, lockouts, acts of God, acts of terrorism, perils of the seas or rivers, riot, war, fire, epidemic, pandemic, lockdown or from any other like cause whatsoever beyond the Parties' reasonable control ("force majeure event"). During the period of force majeure event, Service Recipient shall not be required to make any payment to the Service Partner.
- 6.2. The party affected by such event must intimate the other party in writing within 15 (fifteen) days of occurrence of such force majeure event and also intimate the other party within 5 (five) days of cessation of the occurrence of such event. Immediately upon receipt of notice of cessation of force majeure event, the Service Partner shall take up its assignment.

**7. Waiver:**

To the extent permitted by applicable law: (i) no claim or right arising out of this Contract or the documents referred to in this Contract can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Contract or the documents referred to in this Contract.

**8. Insurance & Indemnification:**

Service Partner shall indemnify, defend and hold the Service Recipient and its employees harmless due to any act of the Service Partner's employees and from any and all claims and demands including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against the Service Recipient if any litigation crops up due to statutory and other non-compliance & for any other acts of omissions & commissions by the Service Partner, its agents or employees.

The services to be provided by Service Partner are insured by Service Partner recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Service Recipient is engaged.

**9. Safety and Health:**

- 9.1. The Service Partner's personnel shall at all times comply with the Service Recipient's standards and procedures to the extent that the same are applicable to the Service Recipient's performance of this Contract.
- 9.2. Neither party shall cause, permit or tolerate an unsafe condition or activity over which that party has control at the Service Recipient Site. If a party observes or becomes aware of an unsafe condition, that party or its representative may request the other party to remove or, to the extent reasonably possible, mitigate the effect of the unsafe condition, and the other party must comply with that request.



- 9.3. PPE (Overhaul, Cap, Gloves, Mask, etc):- The Service Partner's Personnel shall wear Personal Protective Equipment's (PPE) depending on their nature of job to safeguard the health of workers. Components of PPE are goggles, face-shield, mask, gloves, coverall/gowns (with or without aprons), head cover and shoe cover, and use of Sanitizer and another as per government guidelines from time to time.
- 9.4. Periodic health check-up: - The Service Partner's Personnel should have the periodic health check-up as requested time to time of their personnel.
- 9.5. Nails hygiene: - The Service Partner's should also maintain the nail hygienic it helps to prevent the spread of germs and nail infections:

## 10. Governing Law, Jurisdiction and Contract Language

- 10.1. This Contract and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India. Subject to the provisions of Clause 11 (Dispute Resolution), the courts at Kolkata shall have exclusive jurisdiction in relation to all disputes arising out of this Contract.
- 10.2. All notices and communications shall be given or made (as the case may be) in English language.

## 11. Dispute Resolution

- 11.1. It is incumbent upon the Service Partner to avoid litigation and disputes during the course of the Contract period and thereafter in relation to this Contract. However, if such disputes take place between the Service Recipient and Service Partner, effort shall be made first to settle the disputes amicably between the Parties.
- (a) The Service Partner should make request in writing to the Area Manager of the Service Recipient for settlement of such disputes/claims based on good conscience between the Parties herein within 30 (thirty) days of arising of the dispute/ claim failing which no disputes/ claims of the Service Partner shall be entertained by the Service Recipient beyond the said good conscience period.
- (b) If the dispute is not settled, then the Service Partner should make request in writing to the Operational Excellence Committee (OEC) at HO of the Service Recipient for settlement of such disputes/claims based on good conscience between the Parties herein within 30 (thirty) days of the dispute as per clause 14.2 (a), failing which no disputes/ claims of the Service Partner shall be entertained by the Service Recipient beyond the said good conscience period.
- (c) If differences still persist, the settlement of the dispute shall be resolved in the following manner:

The redressal of the dispute may be sought through Arbitration (The Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015) as amended from time to time.

If the Parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, the party raising the dispute shall give notice, within thirty (30) days of exhausting the remedies available in aforesaid clauses, to





the other party to refer the matter to arbitration instead of directly approaching Court. The Service Partner shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available in the aforesaid clauses. The redressal of disputes/differences shall be sought through Sole Arbitrator in the mechanism as provided hereunder:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this Contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Director/s of the Service Recipient.

The award of the arbitrator shall be final, binding and conclusive upon the Parties herein.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason whatsoever, or his/her award being set aside by the court for any reason, it shall be lawful for the Director/s of the Service Recipient to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- (d) It is further a term of this Contract that no person other than the person appointed by the Director/s of the Service Recipient should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. In such exceptional circumstances the matter is to be referred to the Courts of Kolkata which shall have inherent & exclusive jurisdiction to deal with & adjudicate the same which shall be included but not limited to filing of suit for damages, recovery proceedings, etc. for recovery of loss/damages if any caused to the Service Recipient.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and from time to time read with the rules made there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

- (e) The venue of arbitration shall be solely and exclusively at Kolkata in West Bengal, India only. The Order shall be interpreted in accordance with the laws of the Union of India. The Partnership firm/ Joint Venture/ Consortium is required to submit written consent of all the partners to above arbitration clause on or before execution of the Contract.

## 12. Notices:

All notices pursuant to this Contract shall either be delivered by hand against written acknowledgement of receipt, or be sent by courier or airmail, fax or an agreed system of electronic transmission. All notices pursuant to this Contract shall be in the English language. The addresses for the receipt of such communications, and other contact details, shall be as follows;

In respect of the Service Recipient: **JMS MINING PRIVATE LIMITED**

**Name: Mr. Bidya Bhushan Mishra**

Tel: +91 33 40833758

Fax: +91 33 40833725



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A handwritten signature in blue ink, appearing to be "Bidya Bhushan Mishra".

Email: bidya.mishra@jmsmining.com

Address: Dongfang Electric Building 3rd Floor, Premises 16, MAR - 1111 Action Area 1A, Newtown, Rajarhat, Kolkata - 700156, WB, India

In respect of the Service Partner: **ABC PRIVATE LIMITED**

Name: Mr. XXXXXXXXXX

Tel: +91 XXXXXXXXXXXXX

Fax: NIL

Email: XXXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXxx

**13. Confidentiality:**

This Contract and its contents are proprietary and confidential and shall not be disclosed by either Party to any third party without the express written approval of the other Party or unless there is a mutual agreement to disclose certain terms, or if the Parties are required to disclose such information as required under the applicable laws.

**14. Entire Agreement:**

This Contract contains the entire understanding of the Parties with respect to the subject matter hereof. There are no other oral or written understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not set out in this Contract.

**15. Severability, Amendments and Changes to this Contract:**

15.1. The illegality, invalidity or unenforceability of any provision of this Contract under any applicable laws shall not affect the legality, validity or enforceability under any applicable laws of any other provision of this Contract. In the event any provision of this Contract is rendered illegal, invalid or unenforceable, such provision shall be deemed severed from this Contract, but every other provision of the Contract shall remain in full force and effect, and suitable amendments and modifications shall be made to this Contract by the Parties to rectify the same and make the Contract legal, valid and enforceable in its entirety.

15.2. No amendment or modification to this Contract shall be valid unless evidenced in writing and signed by duly authorized representatives of each Party.

**16. General Service Partner's obligations:**

16.1. The Service Partner shall provide Services which may be amended from time to time by the Service Recipient during the contractual period and it shall always form part and parcel of the contract. The Service Partner shall abide by such assignments as provided by the Service Recipient from time to time.

16.2. The Service Partner shall provide services through its **uniformed and trained personnel** for the performance of its services hereunder and these personnel deployed shall be employees of the Service Partner only and the Service Recipient shall not in any



manner be liable towards such employees. The Service Partner shall provide uniforms to its personnel at its own cost.

- 16.3. The minimum requirements of manpower shall be as per the Supplementary Contract.
- 16.4. Notwithstanding anything contained in the above clauses, if any employee or staff member of the Service Partner, in the opinion of the Service Recipient, is not rendering proper service, is guilty of any misdemeanour, or is otherwise found undesirable due to misconduct of his services, then the Service Partner shall immediately remove that person from the premises of the Service Recipient and replace them with a suitable individual.
- 16.5. The Service Partner shall provide its personnel adequate insurance coverage for accident including death whilst performing the duty and Service Recipient shall own no liability and obligation in this regard.
- 16.6. The Service Partner shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with schedule of requirements.
- 16.7. The Service Partner shall issue identity cards/identification documents to all its employees who will be instructed by the Service Partner to display the same.
- 16.8. The personnel of the Service Partner shall not be the employees of the Service Recipient and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty, perks and other facilities admissible to the employees of the Service Recipient during this Contract and after expiry of the Contract.
- 16.9. The Service Partner shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Service Recipient premises at the Service Recipient's site and in sufficient number to undertake the responsibility imposed upon the Service Partner under the contract and to provide full attention for executing the work thereof.
- 16.10. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Partner shall not be entitled to and will have no claim for any employment in the regular or otherwise with the Service Recipient.
- 16.11. The Service Partner will, prior to the commencement of the operation of contract and subsequently thereafter, make available to Service Recipient the particulars of all the employees who will be deployed at the site of the Service Recipient. Such particulars, inter alia, should include proof of age/date of birth, permanent address, profile of the health status of the employees and other documents as demanded from time to time to be submitted to HR & Project of the Service Recipient.
- 16.12. Ensure that no advertisements of any brand, firm etc. will be displayed in the contracted locations.

**17. Additional Service Partner's obligations specifically in relation to housekeeping services (in addition to other terms and conditions covered in the contract):**

- 17.1. The Service Partner shall himself be liable to procure all required materials/consumables that will include all perishable, cleaning agents, chemicals and consumables etc for efficiently running of services of the project site office to standards which would enable a comfort and hygiene at the project site office including



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expatriates and other visitors. Housekeeping material would inter alia include supply of daily cleaning materials and disinfection for each room area, bathroom, toilets, common area, outside area and the surroundings.

- 17.2. The Service Partner shall supply all the materials required to maintain all electrical equipment excluding computer but including all air conditioners, tube-lights, fans, CFL, geyser, etc. at the project site office including undertaking day-to-day repair work as and when necessary to ensure that the said equipment at the project site office are in usable / running condition. It would include supply of normal electrical materials like bulbs, tube-lights, CFL etc. Maintenance of air conditioners shall include labour with all spare parts including gas filling but excluding remote controls, condenser, compressor, motor, plastic goods, sheet metal item, and radiator.
- 17.3. The Service Partner is required to maintain all water line and drainage line at the project site office including kitchens and toilets.
- 17.4. Weekly preventive maintenance shall be made for all the Electrical Equipment's/Water Filters/D.G./ Electronic Items etc. and a detail report has to be submitted on weekly basis to the concerned department of Service Recipient otherwise suitable deduction will be made from the respective bill.
- 17.5. The Service Partner will provide cleaning services with detergent. No dry washing facilities will be provided. Only Sunlight/Wheel/Tide or similar reputed brand of detergent can be used by the Service Partner for cleaning service. It includes cleaning of overall gumboots etc. of the miners working in mines in clean and hygienic manner.
- 17.6. The Service Partner will provide laundry facilities as part of the housekeeping services. This will include handling individual laundry requirements for overalls/uniforms, linens, towels, curtains, bed sheets, and related items, as well as providing necessary soaps. A standard personal care kit that includes toothbrush, toothpaste, soap, shaving kit, hair oil, comb, and other related items to be provided in the service recipient guest room for guest of the company. Permanent items such as bed sheets, covers, blankets, towels, etc., will be replenished by the service receiver.
- 17.7. The Service Partner shall perform Pest Control treatment at the project site office which would enable a comfortable, safe and hygienic living experience. Pest Control treatment which would inter alia include kitchen, dish washing area, cloth washing area, toilet and disinfection of each room. Job completion certificate should be submitted with the monthly invoice duly certified by Project personnel.
- 17.8. The Service Partner should submit manpower return with List of manpower with Name, Father Name, Address, Aadhar No, PAN, Bank A/c No, DOB, DOJ, self-medical fitness etc. monthly along with Invoices.
- 17.9. The Service Partner will provide the declaration with respect to wage payment as per rules, etc.
- 17.10. The Service Partner will install Biometric system of attendance for its personnel and will provide the monthly attendance from such system along with the Invoices.



**18. Additional Service Partner's obligations specifically in relation to supply of food (in addition to other terms and conditions covered in the contract):**

- 18.1. The Service Partner shall provide staffing for the Service Recipient's food service area at the Facility. Staffing shall include all front and back end positions, including chefs and associated support roles. The employees of the Service Partner should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
- 18.2. The Service Partner shall be fully responsible for ordering and maintaining necessary hygiene, food service supplies, preparing & serving food to Service Recipient's employees and guests, and performing basic sanitation such as sweeping, mopping, and dishwashing.
- 18.3. The Service Recipient shall be responsible for providing Canteen Space, water, electricity, gas oven and utensils except LPG gas cylinders which is in the scope of the Service Partner. Service Partner will not be allowed to use electric heaters.
- 18.4. The Service Partner shall be solely responsible for procuring and maintaining all licenses, permits, and authorizations required of a food Service Partner by law. They must obtain Food License certificate from FSSAI of respective State Government and renew the same from time to time.
- 18.5. The Service Partner shall be solely responsible for procuring and maintaining Food license for catering/canteen services in the state of Project site office, issued by appropriate authority of any state/central government of India, i.e. License under FSS Act, 2006.

Supply of food includes Breakfast, Lunch, Dinner, Tea / Coffee, Snacks from time-to-time and underground tiffin - Both vegetarian and non-vegetarian food:

- 18.6. The Service Partner shall himself be liable to procure all required raw material & consumables that will include all perishable, Liquid Petroleum Gas (LPG), Dairy, Vegetables, Cooking oil, Salts, Flour, Pulses/Grains, Spices & other required consumables for efficiently running of Services. All food items shall be of reputed manufacturers with ISI brand.
- 18.7. The Service Partner is liable to properly maintain and keep their kitchen Stores for storage of Grains, Vegetables, Dairy and other products with necessary arrangement of supporting Equipment like Deep Freezers for maintaining Temperature, Storage Air Tight Containers etc.
- 18.8. Arrangement of LPG Cooking Gas Cylinders & compliance of Fire Safety Rules;
- (a) The Caterer shall be required to make himself necessary arrangement for cooking and keep LPG Gas refills in sufficient quantity for cooking purposes on his own cost as per the prevailing Rules and Regulation of LPG Gas Agencies.
- (b) The Caterer shall be responsible for any loss/theft of the LPG Gas Cylinders and other Equipment provided to him by the Organisation or he himself arranged in the premises of Service Recipient.



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(c) The Caterer is liable for compliance of norms of Gas Cylinder Rules, 2004 under Explosives Act 1884 (4 of 1884) for commercial activities.

(d) Only LPG will be used for cooking. No coal, wood or any other fossil fuel shall be used as fuel for cooking of food, heating of food etc.

- 18.9. The food has to be prepared in clean, hygienic and safe conditions. Food handlers must carefully wash their hands before preparing food and maintain scrupulous personal hygiene. They should avoid handling food when suffering from an infectious disease (enteric, respiratory or skin infection) and report all infections.
- 18.10. The Service Partner shall arrange for regular disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. The surroundings shall be kept clean and hygienic. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the canteen premises should be cleaned and washed daily. The waste disposal shall be as per prevalent rules / guidelines.
- 18.11. After every meal all the plates, cups, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next meal.
- 18.12. A complaint book shall be kept in the canteen for recording any' complaint or suggestions and will be produced for inspection. Decision taken by the Competent Authority of Service Recipient shall be final in all these complaints/suggestions.
- 18.13. The Service Partner reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared in the canteen. Any defect(s) pointed out by such officers/officials shall be properly attended to by the Service Partner.
- 18.14. If any month more than 50% of Service Recipient employee remain dissatisfied / not satisfied with the overall performance of the Service Partner while conducting monthly feedback, then 10% deduction will be made from the Service Partner's monthly bill. However, in mitigation circumstances the rate of deduction may be lowered / waived off subject to discretion of Project Management.

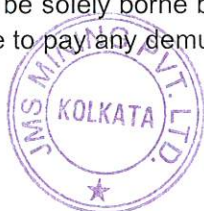
**19. Additional Service Partner's obligations specifically in relation to security services (in addition to other terms and conditions covered in the contract):**

- 19.1. The Service Partner shall provide security guards to keep watch and ward and protection of the project site office. The security guards shall be licenced, experience at least 2 years, well-trained, with good eyesight, physically & mentally fit personnel with basic training , safety procedures, fire fighting practices and weapons handling etc., duly verified by the local police Station as regards their antecedents and background. Such Security Staff must be examined periodically and should obtain Fit Certificate before expiry of certificate.
- 19.2. The security services provided by the Service Partner will be for twenty-four hours round the clock on shift basis and shall provide complete security arrangement and protection of the project site office round the clock.
- 19.3. The security guards shall check all the vehicles and personnel entering into and going out of the project site office as per the instructions issued by the Service Recipient's



representative from time to time and shall maintain proper record of the vehicles and personnel coming and going out of the project site office.

- 19.4. The Service Partner at its own expenses shall provide its security guards with necessary uniform, arms, outfit, etc. required for the effective discharge of security services.
  - 19.5. The Service Partner shall ensure that the security guards provided by it maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the management or its business or work or its officers/ employees/other contractors.
  - 19.6. The Service Partner will obtain licence, if any, required under the local / state / central laws for providing security services.
  - 19.7. The Service Partner shall mandatorily possess PSARA licence and shall always comply with the Private Security Agencies (Regulation) Act, 2005 amended from time to time. A copy of the same should be submitted to the Service Recipient before commencement of services and every time on renewal.
  - 19.8. The armed guards shall mandatorily possess gunman licence and shall always comply with The Arms Rules, 2016 amended from time to time. A copy of the same should be submitted to the Service Recipient before commencement of services and every time on renewal.
- 20. Additional Service Partner's obligations specifically in relation to renting/hiring of vehicles services (in addition to other terms and conditions covered in the contract):**
- 20.1. The vehicle should not be older than the period mentioned in Supplementary Contract from the date of the 1<sup>st</sup> purchase during any time of the Contract period.
  - 20.2. The Service Partner shall engage drivers who are experienced (minimum 3 years), licensed and who will also assume full responsibility for the safety and security of the officers/ officials while running the vehicle by ensuring safe driving. The Service Recipient shall have no direct or indirect liability arising out of any negligent, rash and impetuous driving and any loss caused to the Service Recipient have to be suitable compensated by Service Partner. Drivers' should be provided Authorization to drive the respective vehicle as per Rules of the State. A copy of such authorization has to be submitted to Service Recipient's office.
  - 20.3. The vehicles should be made available as per Supplementary Contract. No down time will be allowed for the vehicles. If the vehicle is not available due to breakdown, absenteeism of driver or any other reason, you shall arrange alternative equivalent vehicle for safe pick-up & drop of Service Recipient employee without their loss of duty hours. The alternative arrangement shall be with prior approval of the HR / Admin. department and at the cost of the Service Partner.
  - 20.4. The vehicles should be properly disinfected as per guidelines of Government of India & States, before starting from the garage and as per guidelines mentioned in the Supplementary Contract.
  - 20.5. Any penalty, fine or claim imposed by any government, local or other authorities / bodies will have to be solely borne by the vehicle owner / Service Partner. service Recipient will not be liable to pay any demurrage, penalty or claim to any third party.



- 20.6. The Service Partner shall ensure that all the duties as assigned to the Service Partner are performed by them in the desired manner, failing which it shall invite penalties. The Service Partner's Driver shall be the first line of contact for the Service Recipient, who shall report to the HR department of the Service Recipient for all requirements.
- 20.7. You shall provide a new vehicle for our exclusive use. The vehicles should not be used for anyone other than Service Recipient. In case of breach of this condition, penalty equivalent to 6 monthly charges shall be imposed on the Service Partner. The vehicle shall be maintained in good condition with proper maintenance. Decent upholstery / Seat covers are to be provided. Seat belts for all seats, Spare Tyre with tubes in good condition, First Aid Kit, Fire Extinguisher, Reverse Gear Alarm and Front Fog Lamps shall be provided in the vehicles.
- 20.8. The vehicles should be registered as commercial vehicles for use as commercial vehicles.
- 20.9. The Service Partner must comply with all the norms of Motor Vehicle Act , 1988 and rules made there under such as C/F, Fitness Certificate, Pollution, Insurance, Road Tax and likewise.
- 20.10. The proof of ownership, lease deed of the vehicle, driving license of drivers deployed, fitness of driver supported by medical certificate, vehicle Registration Certificate, Insurance, fitness and PUC certificate needs to be submitted before commencement of work and every time on renewal.
- 20.11. The vehicles provided for services shall have the comprehensive insurance policy to cover all risks as per the Motor Vehicle Act and relevant rules and regulations of the State Government and Central Government.

## 21. Miscellaneous:

- 21.1. The Service Partner shall be responsible for the conduct/integrity of his personnel and shall also be responsible for any act of omission and commission on their part. He will vouch for their character and integrity. He shall submit the photographs and detailed particulars of the personnel provided to the Service Recipient. Any type of loss by thefts or damage by the employees of Service Partner shall be recovered from the Service Partner's invoices.
- 21.2. Service Partner shall not sub-contract or assign the contract or any other part thereof without prior written approval of Service Receiver. In the event of the Service Partner contravening this condition, the Service Recipient shall be entitled to place the contract elsewhere on the Service Partner's risk and cost and the Service Partner shall be liable for any loss or damage, which the Service Recipient may sustain in consequence or arising out of such replacing of the contract.
- 21.3. The Service Partner shall be solely responsible for the redressal of grievances / resolution of disputes relating to personnel deployed. This Service Recipient shall, in no way, be responsible for settlement of such issues whatsoever.
- 21.4. The persons deployed by the Service Partner shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Service Recipient.





- 21.5. The Service Recipient shall not be responsible for any damages, losses, claims, financial or other injury to any personnel deployed by Service Partner in the course of their performing the functions/duties, or for payment towards any compensation.
- 21.6. If Service Recipient's project work is shifted from the existing place to another place, the Service Partner has to relocate to the new place with its staff and all of its appliances at its own cost.
- 21.7. **SURVIVAL:** The termination of this Contract shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Contract attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination.
- 21.8. **COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Contract by signing any one or more of such originals or counterparts.
- 21.9. **PENALTIES:** Whenever and wherever it is found that the assigned work is not performed up to the complete satisfaction of the Service Recipient, it will be brought to the notice of the Service Partner and if no action is taken immediately, penalty as deemed fit by the Service Recipient will be imposed. The Service Partner has to maintain adequate number of personnel as per the contract and also arrange a pool of standby personnel/supervisor.

## 22. Code of conduct for service partner's personnel:

The Service Partner shall strictly observe that its personnel:

- a. Are always smartly turned out and vigilant.
- b. Are punctual and arrive at least 15 minutes before start of their duty time. Take charges of their duties properly and thoroughly.
- c. Perform their duties with honesty and sincerity
- d. Read and understand their post and site instructions and follow the same. Extend respect to all Officers and staff of the Service Recipient.
- e. Shall not drink liquor on duty, or come drunk and report for duty.
- f. Will immediately report in any untoward incident/misconduct or misbehaviour occurs, to the Service Recipient.
- g. When in doubt, approach concerned person immediately.
- h. Get themselves checked by security personnel whenever they go out.
- i. Do not entertain visitors.
- j. Shall not smoke in the office premises.
- k. Shall not engage the staff below the age of 18 years. Employment of minors is strictly prohibited.
- l. The deployed staff shall not misuse any property of the Service Recipient like telephones, etc.



**IN WITNESS** of which this Contract has been duly executed and delivered on the date which appears first hereinabove.

*Signed and delivered on behalf of:*

**JMS MINING PRIVATE LIMITED**

Kolkata, India

By: \_\_\_\_\_

Name:

Title:

**WITNESSED BY**

\_\_\_\_\_

Name:

Date:

*Signed and delivered on behalf of:*

**ABC PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:

**WITNESSED BY**

\_\_\_\_\_

Name:

Date:

