

INSTITUTE OF ENGINEERING & MANAGEMENT



**Supporting documents of maintenance and utilization of
Physical, Academic, and Support Facilities**

INSTITUTE OF ENGINEERING & MANAGEMENT



POLICY FOR MAINTAINING & UTILIZING PHYSICAL,
ACADEMIC & SUPPORT FACILITIES-LABORATORY,
LIBRARY, SPORTS COMPLEX COMPUTERS,
CLASSROOM, TOILETS ETC.

Introduction:

Institute of Engineering & Management (IEM) began its journey in 1989, since its inception 33 years ago; the institute has surpassed innumerable benchmarks of achievements and accreditations. Being a NAAC A grade institute, all the eligible departments are NBA accredited. Over the years IEM has received several accolades like Times Knowledge Icon, ET Industry Leaders, Education Excellence Awards to name a few. IEM flaunts a colossal network of expansive operations led by an awe-inspiring student force who are the torchbearers of a better tomorrow.

Till date, IEM group is dedicated in upholding that foundation, which now has resulted in our students receiving outstanding employment opportunities after graduating from engineering and management courses.

Aim of the Document:

IEM wants to be a model institute, aiming to imbibe best practices in its resources, stakeholders through the organization.

Maintenance of Classrooms

Classrooms with furniture, teaching aids are maintained by the respective departmental cleaning staff & the whole procedure is supervised by a dedicated person of the department. He/She must ensure that the classrooms have adequate furniture, tube/LED lights, multiple electrical points, and uninterrupted electrical supply. Sanitization inside and outside classrooms is done thrice in a week under the supervision of Proctor. In case of any damage or loss of goods, it should be immediately reported to the maintenance section. The Head of the department supervises the whole process once a week and act accordingly.

Maintenance of Laboratories

The faculty members, lab assistants are assigned to supervise proper utilization of lab equipment in respective laboratories. Appropriate timetable is maintained for the exact utilization of the laboratories. Stock Registers are updated in each laboratory to track the condition of the lab equipment under the supervision of respective lab assistants in each department & annual stock verification is done by the committee constituted by the Registrar . Sanitation inside laboratories is done twice in a week.

Maintenance of ICT facility

The CCTV, Biometric Devices, Public Address System, in addition to the Audio-Visual Aids, is to be maintained by the skilled technical staff appointed by the college. Campus Wi-Fi is maintained by the center as well. To minimize e-waste, electronic gadgets like projectors, computers, printers, photocopiers are serviced and reused. Dedicated person is always assigned to control the whole procedure.

Maintenance of Sports and Games Facility

The sports equipment, fitness equipment, ground and various courts in the campus are supervised and maintained by maintenance staff. Ground level maintenance is done annually during vacation period in addition to the seasonal maintenance done in every four months. Updating of Stock register is done under the controlled person's supervision. Common room & TT room are cleaned & sanitized once a week.

Maintenance of Campus Cleanliness

Maintenance Staff are allotted to clean & maintain the college campus & toilet in regular interval. One supervisor is appointed to supervise all the cleaning activity in the college. If any problem arises related to cleanliness, then a report is propelled to the supervisor & action is taken accordingly.

Maintenance and operation of Seminar Halls and Auditorium

Seminar halls and auditoriums are utilized effectively for organizing academic meetings, seminars, conferences, and cultural events successfully. For accessing the facilities, the organizing faculty/staff members submits a requisition form through HOD and the date of event is registered, and the halls are accessed on priority basis.

Maintenance of Computer Laboratories and Network

The laboratories must be utilized for academic and research purposes like conducting online classes, quizzes, tests and assignments for different courses. Dedicated persons check the computer connection & internet facilities at regular intervals. Internet and Wi-Fi facilities for the entire campus are also maintained by skilled technicians appointed by the college for providing uninterrupted service.

Maintenance of Library

Online and offline catalogues must be updated with every new procurement. The books must be organized subject-wise and table with clear labeling and numbering systems for the easy access of the users. The racks and furniture in the reading hall are always kept clean. Library is opened for all 24hours * 7 days. So students can access the library on weekends also. In case of any loss or damage of the book one should have to bear the cost of the book.



Prof. Dr. Arun Kumar Bar
Principal



Prof. Dr. Arun Kumar Bar
Principal
Institute of Engineering & Management
Sector-V, Salt Lake Electronics Complex
Kolkata-700091

FACIES WASHROOM CLEANING CHECKLIST

G4S Facility Services (India) Pvt. Ltd. | B-2, 2nd Floor, 15/16, Sector 15, Gurgaon, Haryana

DATE: 2-2-2022

LOCATION: 202

TIME	FLOOR	LIGHT	DUST BIN	WIC	TOILET ROLL	WINDOW	MIRROR	WASH BASIN	TAPS	C FOLD/ TISSUES	LIQ'D SOAP	FLOOR MOPPING	HAND DRIER	MICRO. MISTAIR FRESHNER	FLOOR TRAP	ODS WEB	EXHAUST	SIGNATURE OF C.I/WA	SIGNATURE & TIME OF HK SUP	SIGNATURE OF PLUMBER
07:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
08:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
09:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
10:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
11:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
12:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
13:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
14:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
15:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
16:30	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-D	Sandip	
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FOLLOW WORK SAFETY



RUBBER GLOVES



DUST MASK



CAUTION BOARD

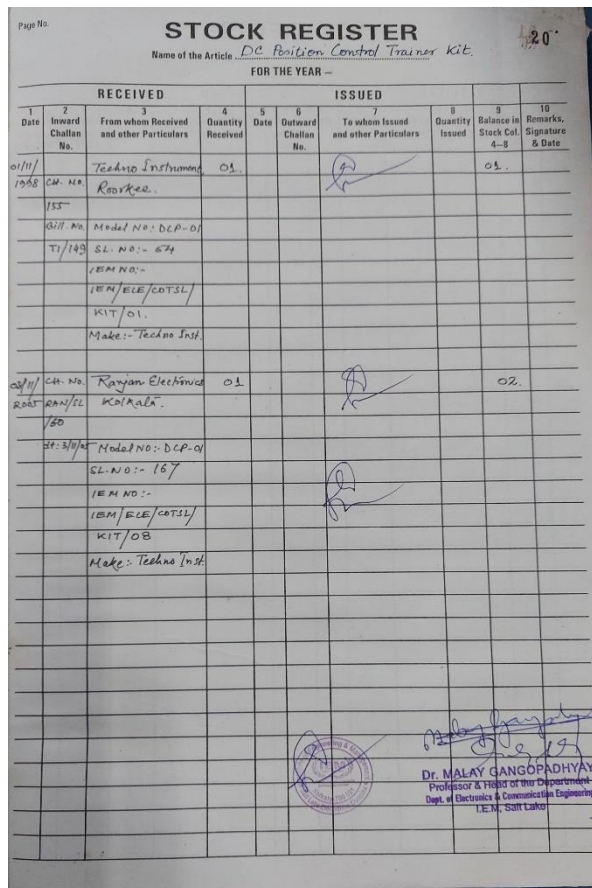
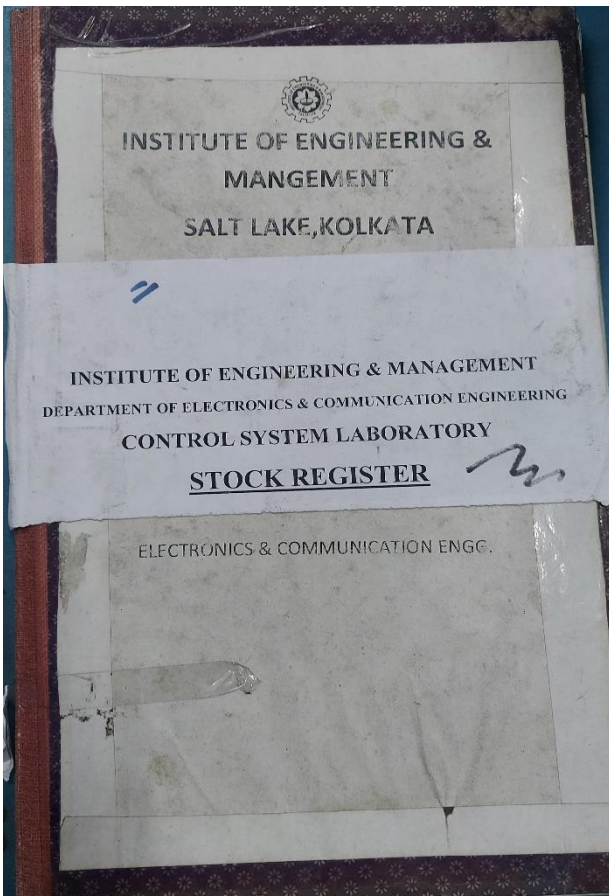
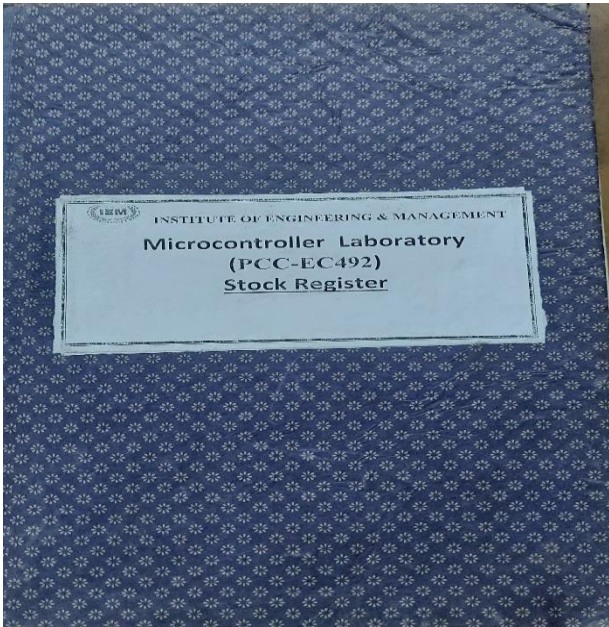


SAFETY GOOGLES

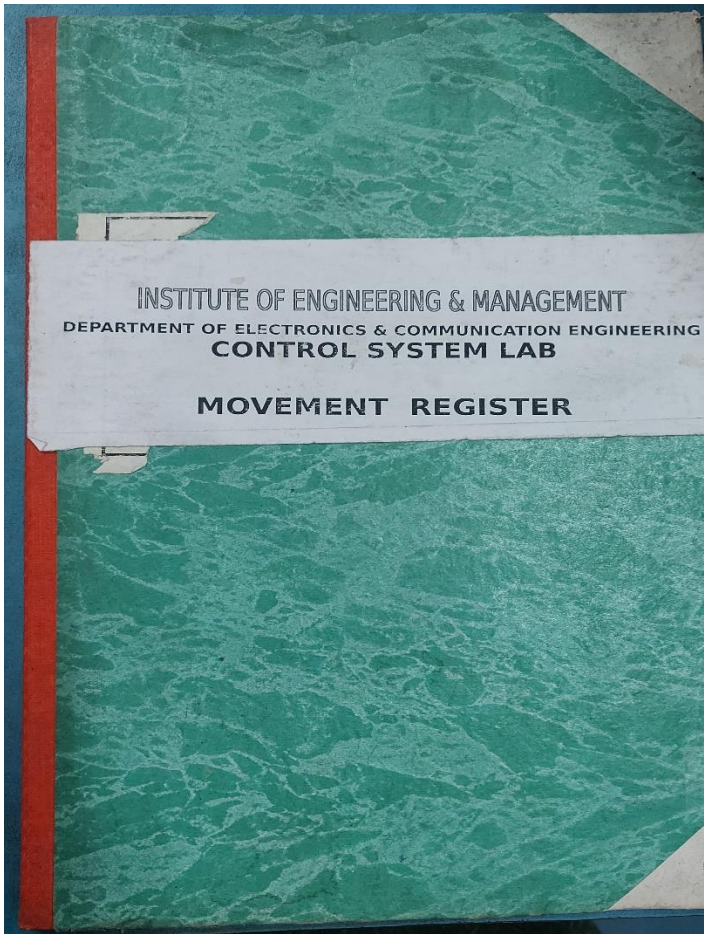


GUM BOOTS

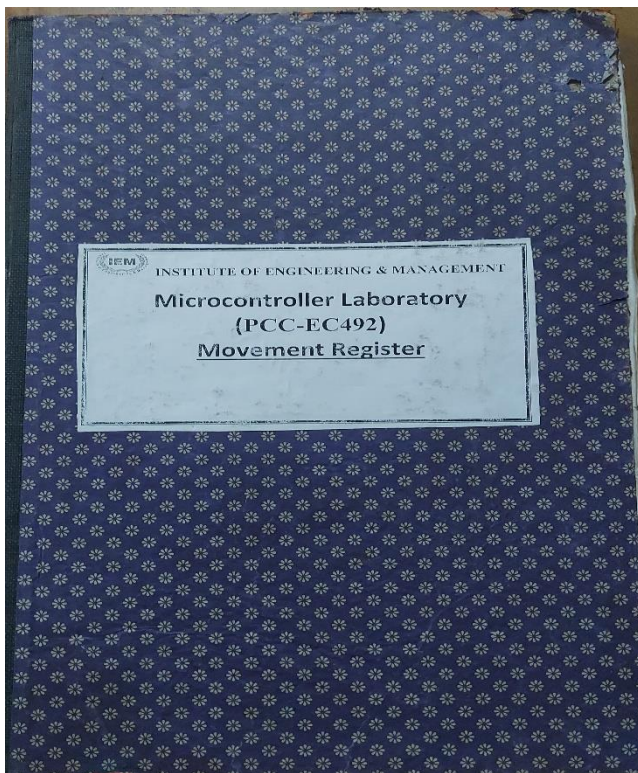
STOCK REGISTER OF LABORATORIES:



MOVEMENT REGISTER OF LABORATORIES:

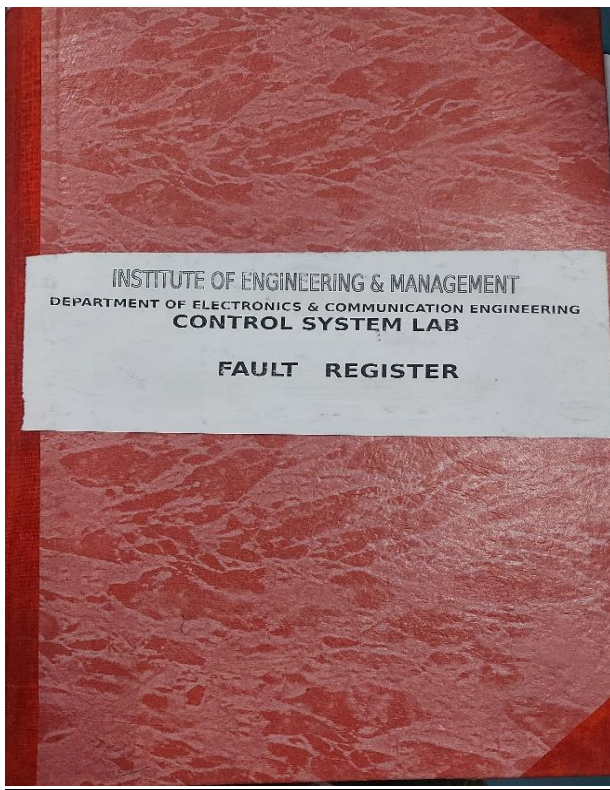


Serial No.	from Dept.	transfer to Dept.	Remarks
02	Aplab Service Centre for Repair	02	For Repairing on 13/8/13
03	Repairing Centre	03	For Repairing on 28/8/13
10 each (10+10)	Control Sys. Lab.	10+10	New entry of Mouse and Key Board Substantially 10/12/13 Received 12/12/13
09	Control Sys. Lab.	09	New entry 22/11/13
07	Repairing of Printer set up. (Master)	07	Rajen Electronics for Repairing

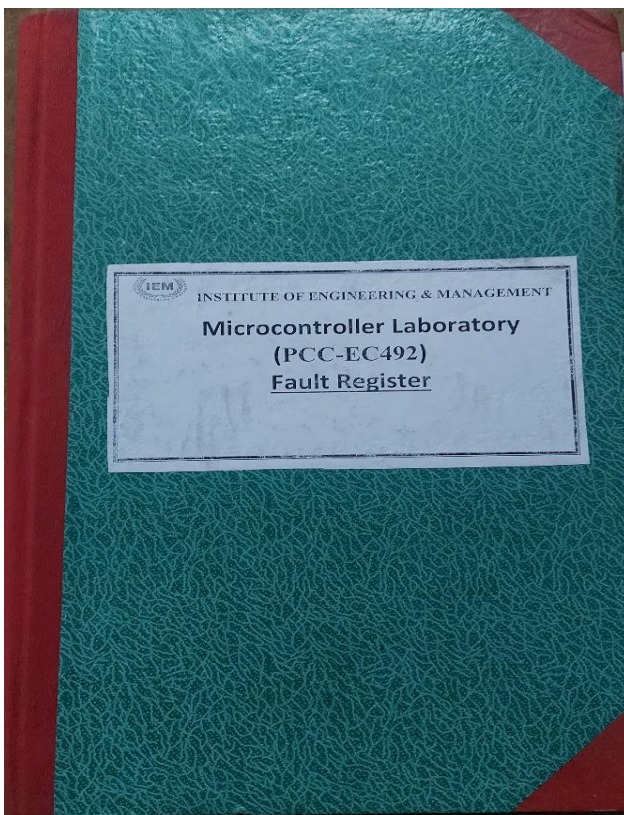


Serial No.	Month & Date	To whom sent	Place	Subject	File No.	MOVEMENT		Remarks
						FROM	TO	
						In Presence of	Head of the Department	LAB. IN CHARGE
						Signature	Signature	Signature
						Sl. No.	Sl. No.	Sl. No.
1	18/3/13	CSE dept	Annex Building	Computer Architecture				
2	18/3/13	CSE Dept.	Annex Building	Computer Architecture				
3	18/3/13	CSE Dept.	Annex Building	Computer Architecture				
4	29/3/13	Baraset Campus	Baraset	Administrative Bldg				

FAULT REGISTER OF LABORATORIES:



Date	Sl. No.	Name of the Instruments	Serial No.	Faulty types	Remarks
28/11/17	7	CRO Dual Trace Oscilloscope 201	02007278	fault in the motor board and CRT.	Motor board cannot be repaired.
28/11/16	10	CRO Dual Trace Oscilloscope	9928637	fault in CRT	"
10/11/16	11	D.C. Position Control sys. Trainer. Set up.		Motor system problem.	Receiving after software from Rajan Electronics on 12/05/2016. OK
15/7/18	12	CRO Trace Problem. S/N: 02		Trace problem, volt/div switch prob.	Repaired at night of IEM on 10/7/2018.
20/4/19	13	Computer Mother Board S/N: 03		SMPS fan not running, Auto Shut Down of computer.	Taken by BPL system and service for repairing.
26/12/19	14	Computer S/N: 04		Mother board damaged, processor not ok.	Repaired after repair on 12/1/19. Not repairable. (Scrapped) @ Halluz



Sl. No.	Particulars	Serial No.	Remarks	Date	Particulars	Serial No.	Remarks
1	Microcontroller Kit	12345	IC not working	10/11/17	Microcontroller Kit	12345	IC not working
2	Microcontroller Kit	12345	IC not working	10/11/17	Microcontroller Kit	12345	IC not working
3	Microcontroller Kit	12345	IC not working	10/11/17	Microcontroller Kit	12345	IC not working

DEPARTMENT OF GAMES OF SPORTS

STOCK REGISTER

(2022-2023)

Date-08/12/2023

SL NO	ITEM NAME	NOS/PICS	REMARKS
1	ALMIRAH	1	
2	BADMINTON		
	RACKET	10	
	NET	02	
	SHUTTLE	01 (BOX)	
3	BASKET BALL	11	
4	BASE BAT	01	
	BASE BALL	01	
5	COMPUTER WITH PRINTER	01	
6	CHESS	04	
7	CRICKET		
	BAT	02	
	BALL	18	
	STUMP	12	
8	CARROM	08	
9	CARPET (YOGA)	09	
10	FIRST AID BOX	01	
11	FLEXIBILITY MEASURING TABLE	01	
12	FOOTBALL	03	
13	FOOTBALL GOAL POST MINI	02	
14	FITNESS EQUIPMENT (GYM)		
	VIBRATOR MACHINE	01	
	TREADMILL	02	
	CYCLE	01	
	SPIN BIKE	01	
	TWISTER	01	
	HOME GYM	01	
	STEP UP BOX	01	
	SIT UP TOOL	01	
	ABDOMINAL BENCH	01	
	WEIGHT MACHINE	01	
	JOGGER	01	

	DUMBLE	06	
15	HOCKEY STRICK	10	
	HOCKEY BALL	01	
16	HEIGHT MEASURING STAND	01	
17	KARATE PUNCHING BAG	01	
18	MEDICINE BALL	01	
19	MINI GOLF	06	
20	MEASURING TAPE	02	
21	RUGBY	01	
22	RACK	02	
23	SWISS BALL	02	
24	SNOOKER TABLE	01	
25	SKIPPING	02	
26	THROW BALL	01	
27	TABLE TENNIS BOARD	04	
	TABLE TENNIS BAT	10	
	TABLE TENNIS BALL	10	
28	TABLE (TEACHERS)	03	
29	VOLLEYBALL	03	
	VOLLEYBALL NET	01	
30	YOGA MAT	03	

PLAY FIELD / COURT

SL. NO	PLAY FIELD / COURT
1	BASKETBALL(MANAGEMENT BUILDING)
2	BADMINTON
3	VOLLEYBALL
4	ROOF TOP FOOTBALL (MINI)
5	ROOF TOP HOCKEY (MINI)
6	ROOF TOP CRICKET (GURUKUL BUILDING)
7	BASKETBALL (GURUKUL BUILDING)

MAMATA GHOSH

VERIFIED BY-

AMIT KUMAR BALMIKI



GAMES & SPORTS

ASHIM DAWN



G4S Secure Solutions (India) Private Limited

CIN No. U74920DLI988PTC031060
Biswanath Building, Block - EN
Plot No - 7, Salt Lake City, Sector - V
Kolkata - 700091
INDIA

Tel. : +91-33-23571529/30
www.g4s.in

CONTRACT ID NO

CONTRACT FOR SECURITY SERVICES

Between

G4S Secure Solutions (India) Pvt. Ltd.
having its Registered Office at
C-16, Community Centre, Janak Puri,
Behind Janak Cinema,
New Delhi – 110058

AND

Hub office at
Biswanath Building, Block-EN, Plot-7,
Sector-V, Salt Lake City, Kolkata 700 091

(hereinafter referred to as "G4S")

AND

Institute of Engineering & Management
Management House D1, EP Block, Sector V
Kolkata, West Bengal

(hereinafter referred to as The "Client")

Deployment at
Management House D1 EP Block, Sector V
Kolkata, West Bengal

The expression G4S and Client shall unless and otherwise repugnant to the context or meaning thereof shall be deemed to include their affiliates, administrators, successors and legal assigns.

Both Parties agree that the terms and conditions mentioned herein and those printed along with the Schedules shall form part of this Agreement and shall have the same force and effect, as if set out in the body of this Agreement.

In witness whereof the parties hereto have at Kolkata affixed their signatures on this 01st January 2023.

Signed on behalf of G4S

Signed on behalf of Institute of Engineering & Management

Signature: *For G4S Secure Solutions (India) Pvt. Ltd.*
Angshuman Debmalik
Name : *Angshuman Debmalik*
Hub Head

Position:

Tel.

Fax.

Signature : *Kartik Ghosh*
Name :

Position :

Tel.

Fax.

KARTIK GHOSH
Dy., FA & CAO
Institute of Engineering & Management
Salt Lake Electronics Complex
Kolkata-700091



Registered Office
C-16, Community Centre, Janakpuri
Behind Janak Cinema, New Delhi - 110 058
Ph. No. : +91-11-66222900, Fax No.: 91-11-66222901



Terms and Conditions

PART 1 GENERAL

1. The Client has entered into this Agreement with G4S for Security Services on the terms and conditions, as detailed herein and in the Schedules attached herewith. This Agreement has been signed by **Mr. Angshuman Debmallik**, on behalf of G4S who has been authorized by G4S vide Authority Letter dated **08/07/2022** (copy enclosed).
2. G4S shall provide the Security services as more particularly set out in Schedule II (the "Security Services") at the premises and locations of the Client, specified in Schedule I (the "Premises"), as per the Assignment Instructions (Schedule II) with effect from the Start Date (as defined in Schedule II) for the Contractual Period.
3. In consideration of the provision of the Security Services by G4S in accordance with the terms and conditions of this Agreement, the Client agrees to pay to G4S the charges set out in Schedule I (the "Charges"). The charges as specified in *Schedule - I* shall be exclusive of any taxes as applicable including but not limited to Goods and Services Tax (GST), Service tax, Cess, or any other taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
4. G4S shall raise an invoice for the Security Services rendered each month or as may be required under the provisions of the Goods and Services Tax laws and rules made thereunder and the same shall be borne and paid by the Client without deduction in accordance with the payment terms set out in Part VI (Payment Terms) of this Agreement. However, if client is required by law to withhold any taxes from its payments to G4S, Client must provide G4S with an official tax receipt or other appropriate documentation to support such withholding.
5. It is agreed between the parties that a purchase order ("Purchase Order") shall be required for the Client for the provision of Services under the Agreement. The Client shall ensure submission of the Purchase Order to G4S at least ten (10) days prior to the specified deployment date and/or the expiry date of the earlier Purchase Order, failing which G4S shall not be obligated to provide/continue the Services. This Agreement and the terms and conditions of each invoice shall control and prevail over any and all terms and conditions contained in the Purchase Order, other than the agreed Charges and agreed Services. Any terms and conditions contained in the Purchase Order, other than the agreed Charges and agreed Services, shall be null and void.
6. It is agreed between the parties that G4S shall operate 3 standard working shifts i.e., from 7.00 am to 3.00 pm, 3.00 pm to 11.00 pm and 11.00 pm to 7.00 am for the deployments. Any Customized shifts will be part of the agreed SOW and/or Schedule I to this Agreement.
7. It is agreed between the parties that G4S shall provide its standard uniform to the security personnel without any option for the Client to request for any deviation except if the contracted term is more than 3 (three) years. The deviation to the standard uniform can only be agreed on a customized pricing provided: a) solicited uniform retains G4S logo on the chest and the left arm; and b) G4S Operations Head has approved such deviation to the standard uniform. Any agreed customization will be part of the agreed SOW and/or Schedule I to this Agreement.
8. The standard height, educational qualification and other skills etc. of the security personnel shall be as per the Private Security Agencies (Regulation) Act, 2005 and the rules framed thereunder. Any deviation requiring more skilled and qualified security personnel from the foregoing and/or special requirement of the Client shall be at an additional cost to the Client, and same will form part of the commercial terms/Schedule I under this Agreement

PART II OBLIGATIONS OF G4S

9. G4S shall prepare in writing, in conjunction with the Client, the Schedule II Assignment Instructions for the Client's Premises listed in Schedule I. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance of the Start Date of the provision of the Security Services. Authorized representatives of both parties, prior to implementation thereof, shall mutually agree to any future amendment to such Assignment Instructions in writing. The Assignment Instructions (Schedule II) as mutually agreed between the Parties and as amended from time to time during the Contractual Period shall always form part of this Contract.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head

Securing Your World



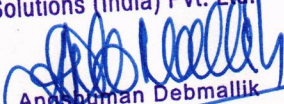


10. G4S will provide the security personnel as per Schedule I for the performance of the Security Services hereunder in accordance with the Assignment Instructions (Schedule II). The security personnel deployed shall be employees of G4S who are duly qualified and licensed to provide the Security Services and subject to the Client being up-to-date with its payment obligations under this Agreement, G4S will bear and be responsible for all statutory liabilities such as PF, ESI etc. in respect of such employees of G4S.
11. G4S shall carry out the verification of character and antecedents of the security personnel in accordance with the Private Security Agencies (Regulation) Act, 2005 and the rules framed thereunder and shall provide the relevant documents on the Client's written request. In case the Client desires G4S to carry out some additional checks etc., the same may be carried out by G4S after mutual discussion and agreement and at the cost and expense of the Client.
12. The Client shall have the right to require G4S to remove any security personnel or other employees of G4S by providing cogent reasons in writing and similarly, G4S reserves the right to replace the security officer with prior written notice of no less than seven days to the Client, emergencies exempted.
13. G4S will insure its security personnel engaged in the performance of the Security Services as per the applicable laws and regulations.
14. G4S will use reasonable skill and care in the provision of the Security Services in accordance with good industry practice. G4S will provide proper and adequate supervision to ensure that the Security Services are performed in accordance with the Assignment Instructions and the terms and conditions of this Agreement.
15. The Charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, ESI, PF, Gratuity, Leave, Bonus, tax, levies etc. on the instructions of any government body or any other changes in law, the Charges shall be deemed to be increased, in line with such increase, and shall be effective from such date as specified by the respective government. G4S shall provide a written notice to the Client along with the respective notification. G4S as a process shall revise the Charges, effective the date as specified by the respective government, in the month of the respective notification and raise the invoices accordingly.
16. In addition to the agreed Charges, the Client shall also pay, on monthly basis, the gratuity amount in respect of all the security personnel irrespective of: a) completion by the respective security personnel of eligibility period, as specified under the applicable law, during their deployment with the Client; and/or b) whether the employment of such security personnel with G4S comes to end or not during their deployment with the Client.
17. G4S shall not and shall ensure that none of its employees use any Intellectual Property of the Client without the prior written consent of the Client.

PART III LIABILITY OF G4S

18. Subject to the Limit of Liability, G4S shall indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act, gross negligence, or non-compliance with the applicable laws by G4S or any of its employees engaged in the provision of the Security Services to the Client.
19. G4S shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 19.1. resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 19.2. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration

For G4S Secure Solutions (India) Pvt. Ltd.


Anshuman Debmallik
Hub Head





of Electronic Data was due to a wrongful act or the gross negligence or default of G4S's security personnel.

20. G4S will not be liable in any way whatsoever and the Client hereby expressly waives any right to any loss, injury, damage, cost or expense:
- 20.1. resulting from theft/loss of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Organisers or any other similar goods which are not specifically handed over to G4S in writing as part of the Assignment Instructions (Schedule I).
 - 20.2. resulting from events caused by the acts of the Client, its employees or agents.
 - 20.3. however caused, which is not caused as a direct result of any wrongful act, gross negligence or breach of contract by or on behalf of G4S in connection with the provision of the Security Services.
21. Without prejudice to above mentioned clauses and notwithstanding any other provision contained herein, G4S's total liability to pay damages in connection with the provision of the Security Services under this Agreement shall in no circumstances exceed the Limit of Liability. The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S, that would (a) cause the Limit of Liability to be exceeded; or (b) fall outside the scope of G4S's liability as set forth in this Agreement.
22. G4S, its servants or agents, shall not be liable to the Client in any circumstances or to any extent whatever in respect of any loss or damage suffered by the Client unless: (i) written notice of the breach of contract, negligence, wrongful act, or non-compliance of applicable laws on the part of G4S alleged to have resulted in the loss or damage is received by G4S within seven (7) days of its occurrence, and (ii) any claim or legal proceedings by the Client against G4S arising hereunder in respect of any loss, damage or injury, is brought by the Client to the notice of G4S, within four weeks from the date thereof.
23. G4S's liability and/or obligations under this Agreement is subject to the Client being up-to-date with its payments in accordance with Part VI of this Agreement. In the event the Client is in material breach of any of its obligations under Part VI, G4S shall not be liable under this Agreement in any manner whatsoever. In no event shall the Client be liable for any accident and/or death and/or injury to G4S's security personnel except if any such incident is attributable to any act and/or omission on the part of the Client, in which case the Client shall be solely responsible for such incident.
24. The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S by any third party, as a result of any breach by the Client of its obligations under this Agreement, or negligence, or non-compliance with the applicable laws, or wrongful act by the Client.
25. Notwithstanding any other provision contained herein, neither Party will be liable for any indirect, consequential, special or punitive loss or damages of any kind due to any cause, regardless of whether such Party has been advised or is aware of the possibility of such damages.
26. The remedies available to the Client and third parties and the liability G4S accepts under this Agreement are, to the extent permissible by law, the only remedies of the Client and the absolute limit of G4S's liability arising under, out of or in connection with this Agreement. All other liability is expressly excluded.

PART IV CLIENT'S OBLIGATIONS

27. No employee of G4S will be contracted or employed by the Client within a period of 6 months after such employee ceases to be employed by G4S (each a "Restricted Employee"). The Client may recruit an employee of G4S only after a clear gap of six months from the date of his ceasing to be employed by G4S. If the Client breaches this clause, the Client agrees to pay to G4S twelve months salary for each and every such Restricted Employee recruited by the Client.

For G4S Secure Solutions (India) Pvt. Ltd.

Angshuman Debmallik
Hub Head

Securing Your World





28. The Security Services to be provided by G4S under this Agreement are for the exclusive use of the Client at the Premises and cannot be subcontracted to or used by a third party or transferred to another premises without prior written consent of G4S.
29. Except as expressly otherwise provided, the Client will take all actions required to be taken by the Client to provide safe working conditions to G4S's security personnel, to avoid any damage, loss or injury to G4S's security personnel and equipment at the Premises and will, at its own expense, provide in a timely manner all equipment and facilities at the Premises as reasonably required by G4S to enable its employees to carry out the Security Services. Such equipment and facilities shall include, without limitation, security officer/s office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.
30. The Client shall comply with and fulfil all reasonable instructions and security recommendations (if any) made in writing by G4S in connection with the performance of the Security Services.
31. The Client shall provide on a timely basis all information and materials reasonably required to enable G4S to provide the Security Services. G4S will rely on, and will not independently verify the accuracy and completeness of any information supplied by the Client. The Client shall be responsible for informing G4S of any changes to the information originally presented to it.
32. To enable G4S to provide the Security Services, the Client will ensure that its employees are available, during the Client's ordinary business hours, to provide such assistance, as G4S reasonably requires and that G4S is given reasonable access to the members of the Client's staff as specified in Schedule II Assignment Instructions. If any of the Client's staff fails or is unable to perform as required, the Client will make suitable additional or alternative staff available.
33. The Client acknowledges that in the event of a failure or inability of G4S to provide the Security Services where such failure or inability is directly attributable to any failure by the Client to comply with its obligations under this Contract, then G4S shall not be liable for any resulting loss to the Client and/or any third party.
34. **Location of Client & Services:** It is hereby declared that all the particulars, details provided such as address / location, tax registration number(s) etc. are correct. The addresses and GSTIN as mentioned in **Schedule-I** is / are of the location(s) where the services would be received/ used / utilized. The Client agrees to indemnify and reimburse G4S for any tax liability / GST liability (including but not limited to tax, interest, penalty, fine etc.) on account of any mis-declaration.

PART V CONFIDENTIALITY

35. Each of G4S and the Client shall not, and shall procure from its employees and agents a written declaration that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

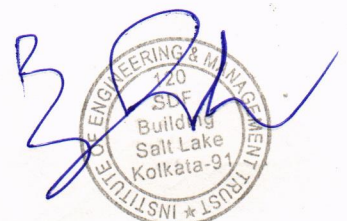
PART VI PAYMENT TERMS

36. The Client shall pay G4S's invoices as per the Charges specified in Schedule I, within 7 working days after the date of receipt of the invoice by the Client. Any objection by the Client to any such invoice raised by G4S shall be made within 5 working days from the date of receipt of the invoice, failing which the invoice shall be deemed to be accepted by the Client without dispute. In addition to the Charges as mentioned under Schedule I, the Client shall also pay, in full and along with the applicable management fees, for all the maternity benefits, as per the Maternity Benefit Act, 1961 and any amendment(s) thereof from time to time, in respect of the security personnel deployed with the Client.

For: G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head

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37. If any part of the invoice is subject to a dispute by the Client, the said invoice shall not be reversed/cancelled and the Parties agree to the following:
- (i) the Client shall pay to G4S all amounts not disputed in good faith by the Client;
 - (ii) the disputed part of the invoice as accepted and agreed by the Parties shall be adjusted through Debit/Credit notes. The Debit/ Credit notes so issued shall be duly accounted and reflected in statutory GST returns filed by both the parties as may be applicable.
 - (iii) the Client shall pay the amount as per the Debit Note within 5 working days from the date of receipt of the Debit Note.
 - (iv) It is hereby clarified and agreed between the Parties that the above process is only to be used as an exception that too in case of genuine disputes raised strictly in accordance with the time period stipulated under Clause 36 above. In case a dispute in respect of any invoice is raised beyond the period stipulated in Clause 36, the same shall not be entertained and the invoice shall be deemed to have been accepted by the Client.
38. Payment by the Client for the Security Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond 7 days (unless the subject of a notified bona fide dispute), shall entitle G4S (at its discretion) to suspend and/or withdraw the Security Services and/or terminate this Agreement, without any notice whatsoever. The Client shall make the payment either by Account Payee Cheque, by Demand Draft or Bank Transfer to the bank account of G4S as may be notified by G4S to the Client.
39. In the event that any of the payments due to G4S pursuant to this Contract are overdue (unless the subject of a notified bona fide dispute) beyond 7 days, G4S shall, in addition to its rights under this Agreement and applicable laws, be entitled to claim interest on the outstanding amount at the rate of 2% per month as from the date the sum is due until the date payment is received.
40. The parties agree that the attendance of the security personnel shall be either through G4S iConnect or any other G4S time and attendance system and the same shall be binding on the Client. For the purpose of payroll and invoicing, G4S shall use only the data from either of the above systems and such data shall be final and binding on the Client without any demur and dispute.
41. The Client shall not avail or utilize any input tax credit pertaining to Service tax or Goods and Services Tax (GST) or on such levies as may be applicable unless the full payment against invoice raised by G4S is duly made by the Client to G4S.

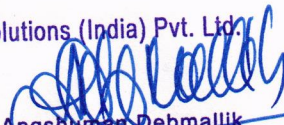
PART VII FORCE MAJEURE

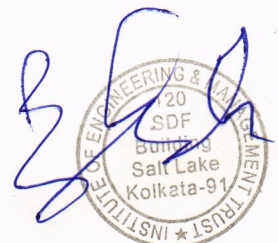
42. Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, epidemic or pandemic, acts or regulations of any governmental or supranational authority, war, riots.
43. In the event of a strike or other industrial action at the Premises by the Client's or a third party's employees, unless otherwise agreed between G4S and the Client, G4S's employees will not be required to carry out additional duties which do not relate to the security of the Premises or its contents, or perform any duties of a strike breaking nature.

PART VIII DURATION

44. Subject to Part X, this Contract will remain in force for the period of 1 year from the Start Date unless or until terminated by either party giving the other party not less than one (1) months' written notice at any time ("the Contractual Period"). Thereafter, the Contract will be automatically renewed for like terms unless or until terminated by either party giving the other party not less than one (1) month's written notice of termination at any time.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head



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PART IX ADDITIONAL SERVICES

45. In addition to the payment referred to above, the Client shall pay for any additional services required by the Client, which are not specified in the *Schedule I* attached. G4S and the Client, prior to any such additional services being undertaken by G4S, shall agree the scope of all such additional services and the cost at which the same shall be provided in writing.
46. Such Additional Services shall be supplied on receipt of a signed instruction Purchase Order, signed by an authorised representative of the Client that shall form part of the Contract and must contain all the necessary details required for correct invoicing.
47. G4S will raise invoices for any Additional Services monthly in arrears and the Client shall pay such invoices within 7 days after the date of receipt of such invoices. The provisions of Part VI shall apply to such invoices.

PART X TERMINATION

48. This Contract may be terminated forthwith by either party by giving written notice to the other if:
- 48.1. The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);
- 48.2. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.
49. This Contract may be terminated by either party without cause by giving the other party one (1) months prior written notice thereof.

PART XI GOVERNING LAWS AND SETTLEMENT OF DISPUTE

50. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot be resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The arbitration proceedings shall be in English and the seat of the arbitrator and the venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.
51. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi.

PART XII GENERAL

52. In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement" The words "Agreement" and "Contract" have been used interchangeably and mean this agreement along with its schedules.

'Act of Terrorism' shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

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For G4S Secure Solutions (India) Pvt. Ltd.

Anushuman Debmalik
Hub Head





organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Biological
Chemical
Contamination'
'Computer Virus'

or

shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.

shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

'Confidential
Information'

shall mean all or any information of a confidential nature (whether or not recorded in documentary form or on computer disk or tape or otherwise recorded or retained) and whether or not such information is expressly stated to be confidential which is obtained and/or received during the tenure of this Contract and relates directly to the business and/or assets of Client or G4S.

'Electronic Data'

Shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

'Intellectual Property'

shall mean any patent, copyright, registered design, manufacturing know-how or other industrial or intellectual property right whether registered or unregistered and includes applications for any of the foregoing.

'Limit of Liability'

shall mean the amount equivalent to one month's Charges for the Security Services, per incident and/or series of incidents, in aggregate during the full duration/term of the Agreement.

'Nuclear Risks'

shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

53. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.
54. This Contract forms the entire agreement between the Client and G4S relating to the provision of the Security Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral in connection with the matters contained herein.
55. If, under this Contract, G4S is required to supply any computer equipment, it shall be the responsibility of the Client to provide and license any anti-virus software where such equipment may be vulnerable to attack by a computer virus. The Client shall not hold G4S liable for any interruption or damage caused by a computer virus.
56. No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such party under this Contract, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this Contract are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmalik
Hub Head





- 57. A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement.
- 58. This Contract will be deemed to be automatically binding on the Client if a duplicate signed by the Client is not received within 30 days of the date it was signed by G4S.
- 59. G4S may assign this Agreement in whole or in part, to its affiliates, subsidiaries or related or sister companies, by prior written notice to the Customer at any time.
- 60. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified herein below (or if the recipient has notified another address or fax number, then to that address or fax number):

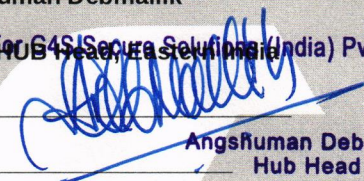
G4S

Institute of Engineering & Management

In witness whereof the parties hereto have affixed their signatures on this day of

Signed on behalf of
G4S Secure Solutions (India) Pvt. Ltd.

Signed on behalf of **Institute of Engineering & Management**
.....

Name: **Angshuman Debmallik**
 Designation: **For G4S Secure Solutions (India) Pvt. Ltd.**
 Signature: 
 Date : _____
 Company Seal

Name: _____
 Designation: 
 Signature: **KARTIK GHOSH**
 Dy., FA & CAO
 Institute of Engineering & Management
 Salt Lake Electronics Complex
 Kolkata-700091
 Date : _____
 Company Seal

For G4S Secure Solutions (India) Pvt. Ltd.

Angshuman Debmallik
Hub Head





SCHEDULE I

[This Schedule is to describe in detail, the premises and locations where such services are to be delivered and the facilities (if any) to be provided by the **Client**.]

1. **The Start Date is: 01/01/2023**
2. **The Premise(s) / Locations is/are:**

No	Location
1.	Management House, D113 Salt lake
2.	

No	Office rs Requi red	Position	Post	Shift Hours	Duty Days	Cost/Post	Customer Assignment Details		Customer Billing Address	G4S Billing Branch GSTIN #
							Complete Address	GSTIN #		
1	2	Guard	2	12 hrs	30.45	30,099/-	Management House D113 EP Block, Sector V, Kolkata	19AAATI114 3E1Z2	Management House D113 EP Block, Sector V, Kolkata	19AAACG 1625Q1ZB
Grand Total (Excluding Taxes): 60,198/-										

1. Charges

The charges shall be exclusive of all applicable transaction taxes including Service Tax, Goods and Services Tax (GST) or such levies. All applicable taxes shall be levied and collected in addition to the agreed charges.

2. **Mode of Payment : Account Payee Cheque* / Demand Draft* / Bank Transfer***
* Delete whichever inapplicable

For G4S Secure Solutions (India) Pvt. Ltd.

(Signature)
Angshuman Debmallik
Hub Head





SCHEDULE II - ASSIGNMENT INSTRUCTIONS

(In this Schedule details of Security services to be provided and also other information, instructions of the Client and instructions to the G4S employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.)

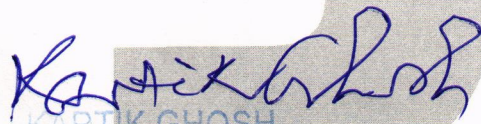
Signed on behalf of
G4S SECURE SOLUTIONS (INDIA) PVT. LTD

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head

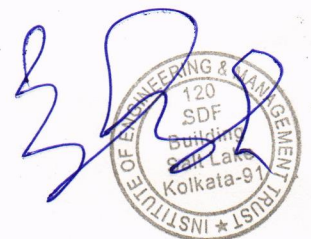
(Authorized Signatory)

Signed on Behalf of
Institute of Engineering & Management


KARTIK GHOSH
Dy., FA & CAO
Institute of Engineering & Management
Salt Lake Electronics Complex
Kolkata-700091

(Authorized Signatory)

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An ALLIED UNIVERSAL Company

G4S Secure Solutions (India) Private Limited

CIN No. U74920DLI988PTC031060

Biswanath Building, Block - EN

Plot No - 7, Salt Lake City, Sector - V

Kolkata - 700091

INDIA

Tel. : +91-33-23571529/30

www.g4s.in

CONTRACT ID NO

CONTRACT FOR SECURITY SERVICES

Between

G4S Secure Solutions (India) Pvt. Ltd.
having its Registered Office at
C-16, Community Centre, Janak Puri,
Behind Janak Cinema,
New Delhi – 110058

AND

Hub office at
Biswanath Building, Block-EN, Plot-7,
Sector-V, Salt Lake City, Kolkata 700 091

(hereinafter referred to as "G4S")

AND

Institute of Engineering & Management
GN 342, Salt Lake sector V, Kolkata

(hereinafter referred to as The "Client")

Deployment at
GN 342, Salt Lake sector V, Kolkata

The expression G4S and Client shall unless and otherwise repugnant to the context or meaning thereof shall be deemed to include their affiliates, administrators, successors and legal assigns.

Both Parties agree that the terms and conditions mentioned herein and those printed along with the Schedules shall form part of this Agreement and shall have the same force and effect, as if set out in the body of this Agreement.

In witness whereof the parties hereto have at Kolkata affixed their signatures on this 01st January 2023.

Signed on behalf of G4S

Signed on behalf of Institute of Engineering & Management

For G4S Secure Solutions (India) Pvt. Ltd.

Signature:

Name :

Angshuman Debmaalik,
Hub Head

Position:

Tel.

Fax.

Signature :

Name :

Position :

Tel.

Fax.

KARTIK GHOSH

Dy. FA & CAO

Institute of Engineering & Management

Salt Lake, Kolkata - 700091

Kolkata-700091

Registered Office

C-16, Community Centre, Janakpuri

Behind Janak Cinema, New Delhi - 110 058

Ph. No.: +91-11-66222900, Fax No.: 91-11-66222901



Terms and Conditions

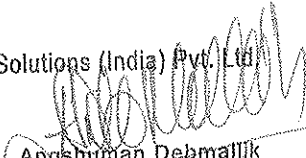
PART 1 GENERAL

1. The Client has entered into this Agreement with G4S for Security Services on the terms and conditions, as detailed herein and in the Schedules attached herewith. This Agreement has been signed by **Mr. Angshuman Debmallik**, on behalf of G4S who has been authorized by G4S vide Authority Letter dated **08/07/2022** (copy enclosed).
2. G4S shall provide the Security services as more particularly set out in Schedule II (the "Security Services") at the premises and locations of the Client, specified in Schedule I (the "Premises"), as per the Assignment Instructions (Schedule II) with effect from the Start Date (as defined in Schedule II) for the Contractual Period.
3. In consideration of the provision of the Security Services by G4S in accordance with the terms and conditions of this Agreement, the Client agrees to pay to G4S the charges set out in Schedule I (the "Charges"). The charges as specified in *Schedule - I* shall be exclusive of any taxes as applicable including but not limited to Goods and Services Tax (GST), Service tax, Cess, or any other taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
4. G4S shall raise an invoice for the Security Services rendered each month or as may be required under the provisions of the Goods and Services Tax laws and rules made thereunder and the same shall be borne and paid by the Client without deduction in accordance with the payment terms set out in Part VI (Payment Terms) of this Agreement. However, if client is required by law to withhold any taxes from its payments to G4S, Client must provide G4S with an official tax receipt or other appropriate documentation to support such withholding.
5. It is agreed between the parties that a purchase order ("Purchase Order") shall be required for the Client for the provision of Services under the Agreement. The Client shall ensure submission of the Purchase Order to G4S at least ten (10) days prior to the specified deployment date and/or the expiry date of the earlier Purchase Order, failing which G4S shall not be obligated to provide/continue the Services. This Agreement and the terms and conditions of each invoice shall control and prevail over any and all terms and conditions contained in the Purchase Order, other than the agreed Charges and agreed Services. Any terms and conditions contained in the Purchase Order, other than the agreed Charges and agreed Services, shall be null and void.
6. It is agreed between the parties that G4S shall operate 3 standard working shifts i.e., from 7.00 am to 3.00 pm, 3.00 pm to 11.00 pm and 11.00 pm to 7.00 am for the deployments. Any Customized shifts will be part of the agreed SOW and/or Schedule I to this Agreement.
7. It is agreed between the parties that G4S shall provide its standard uniform to the security personnel without any option for the Client to request for any deviation except if the contracted term is more than 3 (three) years. The deviation to the standard uniform can only be agreed on a customized pricing provided: a) solicited uniform retains G4S logo on the chest and the left arm; and b) G4S Operations Head has approved such deviation to the standard uniform. Any agreed customization will be part of the agreed SOW and/or Schedule I to this Agreement.
8. The standard height, educational qualification and other skills etc. of the security personnel shall be as per the Private Security Agencies (Regulation) Act, 2005 and the rules framed thereunder. Any deviation requiring more skilled and qualified security personnel from the foregoing and/or special requirement of the Client shall be at an additional cost to the Client, and same will form part of the commercial terms/Schedule I under this Agreement

PART II OBLIGATIONS OF G4S

9. G4S shall prepare in writing, in conjunction with the Client, the Schedule II Assignment Instructions for the Client's Premises listed in Schedule I. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance of the Start Date of the provision of the Security Services. Authorized representatives of both parties, prior to implementation thereof, shall mutually agree to any future amendment to such Assignment Instructions in writing. The Assignment Instructions (Schedule II) as mutually agreed between the Parties and as amended from time to time during the Contractual Period shall always form part of this Contract.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head

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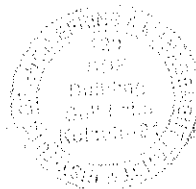
10. G4S will provide the security personnel as per Schedule I for the performance of the Security Services hereunder in accordance with the Assignment Instructions (Schedule II). The security personnel deployed shall be employees of G4S who are duly qualified and licensed to provide the Security Services and subject to the Client being up-to-date with its payment obligations under this Agreement, G4S will bear and be responsible for all statutory liabilities such as PF, ESI etc. in respect of such employees of G4S.
11. G4S shall carry out the verification of character and antecedents of the security personnel in accordance with the Private Security Agencies (Regulation) Act, 2005 and the rules framed thereunder and shall provide the relevant documents on the Client's written request. In case the Client desires G4S to carry out some additional checks etc., the same may be carried out by G4S after mutual discussion and agreement and at the cost and expense of the Client.
12. The Client shall have the right to require G4S to remove any security personnel or other employees of G4S by providing cogent reasons in writing and similarly, G4S reserves the right to replace the security officer with prior written notice of no less than seven days to the Client, emergencies exempted.
13. G4S will insure its security personnel engaged in the performance of the Security Services as per the applicable laws and regulations.
14. G4S will use reasonable skill and care in the provision of the Security Services in accordance with good industry practice. G4S will provide proper and adequate supervision to ensure that the Security Services are performed in accordance with the Assignment Instructions and the terms and conditions of this Agreement.
15. The Charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, ESI, PF, Gratuity, Leave, Bonus, tax, levies etc. on the instructions of any government body or any other changes in law, the Charges shall be deemed to be increased, in line with such increase, and shall be effective from such date as specified by the respective government. G4S shall provide a written notice to the Client along with the respective notification. G4S as a process shall revise the Charges, effective the date as specified by the respective government, in the month of the respective notification and raise the invoices accordingly.
16. In addition to the agreed Charges, the Client shall also pay, on monthly basis, the gratuity amount in respect of all the security personnel irrespective of: a) completion by the respective security personnel of eligibility period, as specified under the applicable law, during their deployment with the Client; and/or b) whether the employment of such security personnel with G4S comes to end or not during their deployment with the Client.
17. G4S shall not and shall ensure that none of its employees use any Intellectual Property of the Client without the prior written consent of the Client.

PART III LIABILITY OF G4S

18. Subject to the Limit of Liability, G4S shall indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act, gross negligence, or non-compliance with the applicable laws by G4S or any of its employees engaged in the provision of the Security Services to the Client.
19. G4S shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 19.1. resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 19.2. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration

For G4S Secure Solutions (India) Pvt. Ltd.

Angshuman Debmallik
Hub Head



K. J. [Signature]

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of Electronic Data was due to a wrongful act or the gross negligence or default of G4S's security personnel.

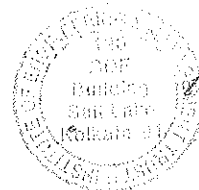
20. G4S will not be liable in any way whatsoever and the Client hereby expressly waives any right to any loss, injury, damage, cost or expense:
- 20.1. resulting from theft/loss of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Organisers or any other similar goods which are not specifically handed over to G4S in writing as part of the Assignment Instructions (Schedule I).
 - 20.2. resulting from events caused by the acts of the Client, its employees or agents.
 - 20.3. however caused, which is not caused as a direct result of any wrongful act, gross negligence or breach of contract by or on behalf of G4S in connection with the provision of the Security Services.
21. Without prejudice to above mentioned clauses and notwithstanding any other provision contained herein, G4S's total liability to pay damages in connection with the provision of the Security Services under this Agreement shall in no circumstances exceed the Limit of Liability. The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S, that would (a) cause the Limit of Liability to be exceeded; or (b) fall outside the scope of G4S's liability as set forth in this Agreement.
22. G4S, its servants or agents, shall not be liable to the Client in any circumstances or to any extent whatever in respect of any loss or damage suffered by the Client unless: (i) written notice of the breach of contract, negligence, wrongful act, or non-compliance of applicable laws on the part of G4S alleged to have resulted in the loss or damage is received by G4S within seven (7) days of its occurrence, and (ii) any claim or legal proceedings by the Client against G4S arising hereunder in respect of any loss, damage or injury, is brought by the Client to the notice of G4S, within four weeks from the date thereof.
23. G4S's liability and/or obligations under this Agreement is subject to the Client being up-to-date with its payments in accordance with Part VI of this Agreement. In the event the Client is in material breach of any of its obligations under Part VI, G4S shall not be liable under this Agreement in any manner whatsoever. In no event shall the Client be liable for any accident and/or death and/or injury to G4S's security personnel except if any such incident is attributable to any act and/or omission on the part of the Client, in which case the Client shall be solely responsible for such incident.
24. The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S by any third party, as a result of any breach by the Client of its obligations under this Agreement, or negligence, or non-compliance with the applicable laws, or wrongful act by the Client.
25. Notwithstanding any other provision contained herein, neither Party will be liable for any indirect, consequential, special or punitive loss or damages of any kind due to any cause, regardless of whether such Party has been advised or is aware of the possibility of such damages.
26. The remedies available to the Client and third parties and the liability G4S accepts under this Agreement are, to the extent permissible by law, the only remedies of the Client and the absolute limit of G4S's liability arising under, out of or in connection with this Agreement. All other liability is expressly excluded.

PART IV CLIENT'S OBLIGATIONS

27. No employee of G4S will be contracted or employed by the Client within a period of 6 months after such employee ceases to be employed by G4S (each a "Restricted Employee"). The Client may recruit an employee of G4S only after a clear gap of six months from the date of his ceasing to be employed by G4S. If the Client breaches this clause, the Client agrees to pay to G4S twelve months salary for each and every such Restricted Employee recruited by the Client.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head



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28. The Security Services to be provided by G4S under this Agreement are for the exclusive use of the Client at the Premises and cannot be subcontracted to or used by a third party or transferred to another premises without prior written consent of G4S.
29. Except as expressly otherwise provided, the Client will take all actions required to be taken by the Client to provide safe working conditions to G4S's security personnel, to avoid any damage, loss or injury to G4S's security personnel and equipment at the Premises and will, at its own expense, provide in a timely manner all equipment and facilities at the Premises as reasonably required by G4S to enable its employees to carry out the Security Services. Such equipment and facilities shall include, without limitation, security officer/s office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.
30. The Client shall comply with and fulfil all reasonable instructions and security recommendations (if any) made in writing by G4S in connection with the performance of the Security Services.
31. The Client shall provide on a timely basis all information and materials reasonably required to enable G4S to provide the Security Services. G4S will rely on, and will not independently verify the accuracy and completeness of any information supplied by the Client. The Client shall be responsible for informing G4S of any changes to the information originally presented to it.
32. To enable G4S to provide the Security Services, the Client will ensure that its employees are available, during the Client's ordinary business hours, to provide such assistance, as G4S reasonably requires and that G4S is given reasonable access to the members of the Client's staff as specified in Schedule II Assignment Instructions. If any of the Client's staff fails or is unable to perform as required, the Client will make suitable additional or alternative staff available.
33. The Client acknowledges that in the event of a failure or inability of G4S to provide the Security Services where such failure or inability is directly attributable to any failure by the Client to comply with its obligations under this Contract, then G4S shall not be liable for any resulting loss to the Client and/or any third party.
34. **Location of Client & Services:** It is hereby declared that all the particulars, details provided such as address / location, tax registration number(s) etc. are correct. The addresses and GSTIN as mentioned in **Schedule-I** is / are of the location(s) where the services would be received/ used / utilized. The Client agrees to indemnify and reimburse G4S for any tax liability / GST liability (including but not limited to tax, interest, penalty, fine etc.) on account of any mis-declaration.

PART V CONFIDENTIALITY

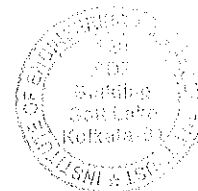
35. Each of G4S and the Client shall not, and shall procure from its employees and agents a written declaration that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

PART VI PAYMENT TERMS

36. The Client shall pay G4S's invoices as per the Charges specified in Schedule I, within 7 working days after the date of receipt of the invoice by the Client. Any objection by the Client to any such invoice raised by G4S shall be made within 5 working days from the date of receipt of the invoice, failing which the invoice shall be deemed to be accepted by the Client without dispute. In addition to the Charges as mentioned under Schedule I, the Client shall also pay, in full and along with the applicable management fees, for all the maternity benefits, as per the Maternity Benefit Act, 1961 and any amendment(s) thereof from time to time, in respect of the security personnel deployed with the Client.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head





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37. If any part of the invoice is subject to a dispute by the Client, the said invoice shall not be reversed/cancelled and the Parties agree to the following:
- (i) the Client shall pay to G4S all amounts not disputed in good faith by the Client;
 - (ii) the disputed part of the invoice as accepted and agreed by the Parties shall be adjusted through Debit/Credit notes. The Debit/ Credit notes so issued shall be duly accounted and reflected in statutory GST returns filed by both the parties as may be applicable.
 - (iii) the Client shall pay the amount as per the Debit Note within 5 working days from the date of receipt of the Debit Note.
 - (iv) It is hereby clarified and agreed between the Parties that the above process is only to be used as an exception that too in case of genuine disputes raised strictly in accordance with the time period stipulated under Clause 36 above. In case a dispute in respect of any invoice is raised beyond the period stipulated in Clause 36, the same shall not be entertained and the invoice shall be deemed to have been accepted by the Client.
38. Payment by the Client for the Security Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond 7 days (unless the subject of a notified bona fide dispute), shall entitle G4S (at its discretion) to suspend and/or withdraw the Security Services and/or terminate this Agreement, without any notice whatsoever. The Client shall make the payment either by Account Payee Cheque, by Demand Draft or Bank Transfer to the bank account of G4S as may be notified by G4S to the Client.
39. In the event that any of the payments due to G4S pursuant to this Contract are overdue (unless the subject of a notified bona fide dispute) beyond 7 days, G4S shall, in addition to its rights under this Agreement and applicable laws, be entitled to claim interest on the outstanding amount at the rate of 2% per month as from the date the sum is due until the date payment is received.
40. The parties agree that the attendance of the security personnel shall be either through G4S iConnect or any other G4S time and attendance system and the same shall be binding on the Client. For the purpose of payroll and invoicing, G4S shall use only the data from either of the above systems and such data shall be final and binding on the Client without any demur and dispute.
41. The Client shall not avail or utilize any input tax credit pertaining to Service tax or Goods and Services Tax (GST) or on such levies as may be applicable unless the full payment against invoice raised by G4S is duly made by the Client to G4S.

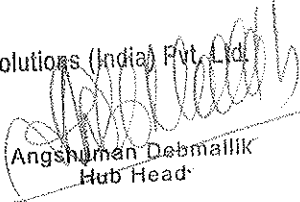
PART VII FORCE MAJEURE

42. Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, epidemic or pandemic, acts or regulations of any governmental or supranational authority, war, riots.
43. In the event of a strike or other industrial action at the Premises by the Client's or a third party's employees, unless otherwise agreed between G4S and the Client, G4S's employees will not be required to carry out additional duties which do not relate to the security of the Premises or its contents, or perform any duties of a strike breaking nature.

PART VIII DURATION

44. Subject to Part X, this Contract will remain in force for the period of 1 year from the Start Date unless or until terminated by either party giving the other party not less than one (1) months' written notice at any time ("the Contractual Period"). Thereafter, the Contract will be automatically renewed for like terms unless or until terminated by either party giving the other party not less than one (1) month's written notice of termination at any time.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmaillik
Hub Head





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PART IX ADDITIONAL SERVICES

45. In addition to the payment referred to above, the Client shall pay for any additional services required by the Client, which are not specified in the *Schedule 1* attached. G4S and the Client, prior to any such additional services being undertaken by G4S, shall agree the scope of all such additional services and the cost at which the same shall be provided in writing.
46. Such Additional Services shall be supplied on receipt of a signed instruction Purchase Order, signed by an authorised representative of the Client that shall form part of the Contract and must contain all the necessary details required for correct invoicing.
47. G4S will raise invoices for any Additional Services monthly in arrears and the Client shall pay such invoices within 7 days after the date of receipt of such invoices. The provisions of Part VI shall apply to such invoices.

PART X TERMINATION

48. This Contract may be terminated forthwith by either party by giving written notice to the other if:
- 48.1. The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);
- 48.2. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.
49. This Contract may be terminated by either party without cause by giving the other party one (1) months prior written notice thereof.

PART XI GOVERNING LAWS AND SETTLEMENT OF DISPUTE

50. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The arbitration proceedings shall be in English and the seat of the arbitrator and the venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.
51. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi.

PART XII GENERAL

52. In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"

The words "Agreement" and "Contract" have been used interchangeably and mean this agreement along with its schedules.

'Act of Terrorism'

shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious,

For G4S Secure Solutions (India) Pvt. Ltd.

Angshuman Debmaalik
Hub Head

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ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Biological
Chemical
Contamination'
'Computer Virus'

shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.

shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

'Confidential
Information'

shall mean all or any information of a confidential nature (whether or not recorded in documentary form or on computer disk or tape or otherwise recorded or retained) and whether or not such information is expressly stated to be confidential which is obtained and/or received during the tenure of this Contract and relates directly to the business and/or assets of Client or G4S.

'Electronic Data'

Shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

'Intellectual Property'

shall mean any patent, copyright, registered design, manufacturing know-how or other industrial or intellectual property right whether registered or unregistered and includes applications for any of the foregoing.

'Limit of Liability'

shall mean the amount equivalent to one month's Charges for the Security Services, per incident and/or series of incidents, in aggregate during the full duration/term of the Agreement.

'Nuclear Risks'

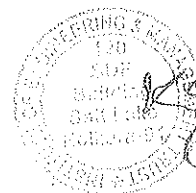
shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

53. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.
54. This Contract forms the entire agreement between the Client and G4S relating to the provision of the Security Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral in connection with the matters contained herein.
55. If, under this Contract, G4S is required to supply any computer equipment, it shall be the responsibility of the Client to provide and license any anti-virus software where such equipment may be vulnerable to attack by a computer virus. The Client shall not hold G4S liable for any interruption or damage caused by a computer virus.
56. No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such party under this Contract, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this Contract are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debmallik
Hub Head

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- 57. A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement.
- 58. This Contract will be deemed to be automatically binding on the Client if a duplicate signed by the Client is not received within 30 days of the date it was signed by G4S.
- 59. G4S may assign this Agreement in whole or in part, to its affiliates, subsidiaries or related or sister companies, by prior written notice to the Customer at any time.
- 60. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified herein below (or if the recipient has notified another address or fax number, then to that address or fax number):

G4S

Institute of Engineering & Management

In witness whereof the parties hereto have affixed their signatures on this day of

Signed on behalf of
G4S Secure Solutions (India) Pvt. Ltd.

Signed on behalf of Institute of Engineering & Management

Name: Angshuman Debmallik

Name: 

Designation: HUB Head, Eastern India

Designation: KARTIK GHOSH

Signature: _____

Signature: Dy. FA & CAO

Date: _____
For G4S Secure Solutions (India) Pvt. Ltd.

Date: _____
Institute of Engineering & Management

Date: _____

Date: _____
Sal. Lake Electronics Complex

Company Seal


Angshuman Debmallik
Hub Head

Date: _____
Kolkata-700091

Company Seal



SCHEDULE I

[This Schedule is to describe in detail, the premises and locations where such services are to be delivered and the facilities (if any) to be provided by the Client.]

1. The Start Date is: 01/01/2023
2. The Premise(s) / Locations is/are:

No	Location
1.	GN 342 Salt lake
2.	

Sl No	Office rs Required	Position	Post	Shift Hours	Duty Days	Cost/Post	Customer Assignment Details		Customer Billing Address	G4S Branch GSTIN
							Complete Address	GSTIN #		
1	5	Guard	5	12 hrs	30.45	30,099/-	GN 342 Salt lake Sector V, Kolkata	19AAATI114 3E1Z2	GN 342 Salt lake Sector V, Kolkata	19AA 1625
Grand Total (Excluding Taxes): 1,50,495/-										

1. Charges

The charges shall be exclusive of all applicable transaction taxes including Service Tax, Goods and Services Tax (GST) or such levies. All applicable taxes shall be levied and collected in addition to the agreed charges.

2. **Mode of Payment** : Account Payee Cheque* / Demand Draft* / Bank Transfer*
* Delete whichever inapplicable

For G4S Secure Solutions (India) Pvt. Ltd.

Angshuman Debmaalik
Angshuman Debmaalik
Hub Head



K. Ghosh



SCHEDULE II - ASSIGNMENT INSTRUCTIONS

(In this Schedule details of Security services to be provided and also other information, instructions of the Client and instructions to the G4S employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.)


Signed on behalf of
G4S SECURE SOLUTIONS (INDIA) PVT. LTD

Signed on Behalf of
Institute of Engineering & Management

For G4S Secure Solutions (India) Pvt. Ltd.


Angshuman Debnallik
Hub Head

(Authorized Signatory)



KARTIK GHOSH
(Authorized Signatory)
Jointly Managing Director
Institute of Engineering & Management
Call Centre (Electronics Control Room)
14th Floor, 7th Mile, 21