This Service Agreement is made and entered into at Gandhinagar on _____ ("Execution Date") by and between:

Elsamex Maintenance Services Limited (EMSL), a Company Registered under the Companies Act, 1956 and having its Registered Office at The IL&FS Financial Centre, Plot C-22, G Block Bandra Kurla Complex, Bandra (E) Mumbai, Maharashtra - 400051 and Corporate Office at , 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355 (herein after referred to as the Company / Client, which expression shall unless it be repugnant to context or meaning thereof shall mean and include its successors and assigns) of the first part and;

M/s. (*Name of Service Provider)*_____ _____(herein after referred to as the "Service Provider", which expression shall unless it be repugnant to context or meaning thereof shall mean and include its successors and permitted asigns) of the second part.

Each of the Company and the Service Provider are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS:

(a) The Company has been awarded the Project pursuant to the Work Order and is required to carry out the Operation and Maintenance works, Cleaning and Horticulture Works in relation to the Project Highway as per the provision of the Concession Agreement.

(b) The Service Provider is engaged in the business of and has considerable experience in provision of routine cleaning, maintenance and horticulture services in relation to roads and highways in India.

(c) The Company has, relying on the representations of the Service Provider, agreed to engage the Service Provider for undertaking Routine Operations and Maintenance, Cleaning and Horticulture Works at *(Project Name)* from Km _____ to Km _____ in the State of _____ and the Service Provider has agreed to provide the such services in a diligent and professional manner subject to and on the terms and conditions contained in this Agreement.

NOW THEREFORE IN COSIDERATION OF THE PROMISES AND THE MUTAL COVENANTS HEREAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Service Agreement hereinafter referred to.

2. The following documents shall be deemed to form and be read and consultant as part of this Agreement:

   (a) The General Conditions of Agreement ("General Conditions'");
   (b) The Particular Conditions of Agreement ("'Particular Conditions");
   (c) The Schedules (Schedule I to X)

3. The Company hereby engages the Service Provider for providing Services and the Service Provider hereby agrees to perform the Services subject to and in accordance with the terms and conditions of this Agreement. In consideration of the payments to be made by the Company to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to perform the Services, in conformity with the provisions of the Agreement.

4. The Parties hereto have caused this Service Agreement to be executed the day and the year first mentioned above.

For and on behalf of the Elsamex Maintenance Services Limited

Authorized Signatory

For and on behalf of the M/s. _____

CONDITON OF AGREEMENT

FOR PROVIDING ROUTINE OPERATION & MAINTENANCE, CLEANING AND HORTICULTURE WORKS AT PROJECT HIGHWAY

1. GENERAL CONDITIONS

In the Conditions of Agreement (these Conditions), which include these General Conditions and the Particular Conditions, the following words and expressions shall have the meaning stated.

1.1. Definitions

"Authority" shall have the meaning ascribed to it under Particular Conditions;

"Agreement" means this Service Agreement, these General Conditions, the Particular Conditions, the Schedules and the further documents (if any) which are listed in the Service Agreement, and as may be amended from time to time;

"Applicable Permit" means all clearances permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws and the Concession Agreement in connection with the provision of Services from any governmental authority and/or any third party:

"Applicable Law" means any applicable law, legislation, rule, bye-law, regulation, notification , circular, notice, ordinance, order, treaty, judgement, decree, terms of any Government consent, administrative instruction , directive, guideline, or any other norm prescribed by Government in as may be in force from time to time and all constitutional, common and civil laws, statutes, regulations. rules, codes, ordinances and judgments interpreting such Jaws, of any duly constituted governmental authority or agency having jurisdiction over any of the Parties, and the services, to include requirements of any applicable public institution such as World Bank, IMF, etc;

"Commencement Date" shall mean the date of commencement of Services as stipulated under Particular Conditions.

"Force Majeure" shall have the meaning as ascribed in the Concession Agreement;

"Government" and/or "Relevant Authority" shall have the same meaning as described in the Concession Agreement;

"Good Industry Practice" means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Service Provider engaged in activities of a similar scope and complexity to those that are the subject of this Agreement and under the same or similar circumstances, where such Service Provider is seeking to comply with its contractual obligations and all Applicable Law and regulatory requirements:

"'Party" shall mean the Company or the Service Provider as the context requires.

"Project Highway" shall have the meaning ascribed to in the Particular Conditions;

"Required Resources" means the list of personnel required to carry out the Services efficiently as stipulated under **Schedule II** *(Service fees & required ROW maintenance activities to be executed)*

"Services" means the services as detailed in **Schedule-I** *(Detailed Scope of Services);*

"Site" means the site of the Project Highway as detailed in the Concession Agreement;

"Service Fees" means the amount as stipulated in the Particular Condition and calculated basis the rates specified in **Schedule II** *(Service fees & required ROW maintenance activities to be executed):*

1.2. Interpretation

In this Agreement where the context admits:

(a) Any reference to any statute or statutory provision shall include such provision as may be amended, modified. re-enacted or consolidated (whether before, on or after the date of this Agreement) from time to time:

(b) Any reference to the singular shall include the plural and vice-versa;

(c) Any references to any gender shall include the other and neutral gender;

(d) The Schedules form integral part of this Agreement shall have the same force and effect as if expressly set out in the body or this Agreement. and any reference to this Agreement shall include an) such Schedules to it:

(e) Any reference to books, riles, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

(f) Headings to Clauses. parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement:

(g) In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(h) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;

(i) Any reference to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state, or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(j) The words "'include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(k) The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;

(l) Capitalized Terms not defined herein shall have the meaning assigned to them in the Concession Agreement, as applicable; and

(m) The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty ("**Damages**").

1.3. Priority of *Document*

The documents forming the Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(a) The Service Agreement;
(b) The Particular Conditions;
(c) These General Conditions;
(d) The Schedules.

2. SCOPE OF WORK

2.1. The scope of Services is detailed in **Schedule I** *(Detailed Scope for Services).*

The Service Provider acknowledges, agrees and undertakes that:

(a) it has read and understood the terms of the Concession Agreement and any other relevant documents made available by the Company in relation to the provision of services;

(b) it has conducted an independent survey and inspect of the site of the Project Highway and completely understand its obligations under this Agreement;

(c) it has the requisite resources including technical expertise, manpower, experience, required infrastructure for the performance of services in a diligent and professional manner;

(d) it shall perform the Services in conformity with the relevant provisions of Concession Agreement, this Agreement, Applicable Law and Good Industry Practices;

(e) it shall perform any other incidental and ancillary activities as may be required for provision of Services under this Agreement:

(f) the manpower will devote its time and effort toward performance of Services in accordance with and to achieve the Performance Parameters.

2.2. The scope of Services shall deem to include all other ancillary work required to carry out the Services effectively not specifically specified under the scope of Services.

3. COMMENCEMENT DATE & TERM

3.1. The Service Provider shall commence the Services on and from the

Commencement date.

3.2. Unless terminated earlier in accordance with Clause 10, this Agreement shall be in force and effect during the agreement period as mentioned in Particular Conditions. **("Agreement Period").**

4. SERVICE FEE

4.1. In consideration of the performance of the Services, the Company shall pay to the Service Provider a service fee as per the rates mentioned in **Schedule** II *(Service fees & required ROW maintenance activities to be executed)* subject to deployment of the Required Resources as mentioned in Clause 7.2 (b). It is hereby agreed that in case the Company requires the Service Provider to deploy additional manpower/ resources for the performance or services in accordance with this Agreement then the Service Provider shall promptly deploy such additional manpower/resources to ensure smooth maintenance of the ROW/Toll Plaza, the Company shall not be liable to pay any additional fee on this account as per Clause 7.2 (c). Further, in case the Service Provider fails to deploy the Required Resources, then the amount of Service Fee shall be reduced proportionately.

4.2. The Service Fee shall be inclusive of all overheads out of pocket expenses and profit and payment in relation to the Services. The Service Fee is inclusive of all applicable GST, other taxes, duties, levies and royalties. All stamp duty (including fines, penalties and interest) payable on or in connection with this document and any instrument executed under or any transaction evidenced by this document must be borne by the Service Provider. Any payments under this Agreement shall be made in Indian Rupees and shall be made subject to statutory deduction such as Tax Deduct ion at Source. The Service fee is exclusive of applicable Goods and Services Tax which shall be to the account of the Company.

4.3. In case of failure of the Service Provider, the Company may at its discretion make available and deploy such ***resources*** as may be required for performance of Services under this Agreement. Any costs and expenses incurred on such additional resources/facility provided by the Company shall be to the account of the Service Provider and shall be deducted from the Service Fee or any other amount payable at market price. In case the amounts payable to the Service Provide in the subsequent month, are not sufficient then the Service Provider shall be responsible to reimburse such costs and expenses (at market price) within 15 (fifteen) days, failing which a delay interest at prevailing SBI prime lending rate.

4.4. The Agreement is valid for 2 Year till end of March 2023. The rates at which

Service Fee is computed will remain firm and final for this financial year i.e. till ***March 31. 2022***. The Service fee for FY 21-22 shall not vary on account of change in the applicable minimum wage structure.

4.5. Although the Contract term is for 2 years, the performance of the Contractor shall be evaluated at the end of each financial year and necessary extensions will be granted based on performance. The Service Fee will be revised after ***March 31, 2022*** at the start of such financial year. Pursuant to such revision, the service fee shall not be subjected to any escalation on any account ***whatsoever*** including escalation of prices for Labour, material, POL etc, during the financial year

4.6. The Service Fee shall be inclusive of all necessary inputs and resources required for performance of Services like manpower (also relievers), equipment, machinery, supervision, accommodation, consumables, overheads, profits, etc., and deemed to include the following (the list is illustrative only and not exhaustive).

(a) Working outside normal workings hours including night work, Sundays and Public holidays with no additional cost to Company.

(b) Insurances for Service Provider's own manpower, equipment, vehicles and materials and such other insurance as may be required by the Company.

(c) Applicable mini mum wages along with any other payments required to be made in accordance with labour related Applicable Laws.

(d) Safety measures during working and non-working hours for workmen and road users.

(e) All other ancillary and incidental activities customarily provided in relation to the Services.

(f) The Service Provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the Service Fee which covers all its obligations, risks and responsibilities under this Agreement and all matters and things necessary for provision of Services (including those in respect of the supply of vehicles, materials or services or of contingencies for which there is a provisional sum) and all matters and things necessary for and incidental to the provision of Services.

5. PAYMENT TERMS

5.1. The Service Fee shall be payable on monthly basis. The Service Provider shall submit its monthly invoice **("Monthly Invoice"**) in the first week of the succeeding month for the Services rendered during the previous month along with all check list documents as mentioned in **Schedule-VI** *(Checklist of Documents to be submitted by the Service Provider)* in a format approved by the Company. The date on which all the supporting documents are submitted, shall be considered as the date of submission of the Monthly Invoice. The Company shall review and no later than ten (10) days from the date of ***receipt*** of thereof and (i) confirm its approval of the Monthly Invoice received from the Service Provider; or (ii) suggest modifications/comments on the Monthly Invoice received from the Service Provider in which case the Parties shall, discuss in good faith and resolve the issue if any raised by the Company and the Service Provider shall raise a final Monthly Invoice. The Monthly Invoice so approved by the Company shall be the final invoice ("Revised Monthly Invoice"). The Company shall release the payment within thirty (30) days of submission of the Monthly Invoice or the Revised Monthly Invoice as duly certified by Company's representative.

5.2. The following deductions shall be made from each Monthly Invoice under this Agreement before release of the payment (Net Payment):

(a) Retention Amount if relevant ;
(b) Any penalty, damages or costs levied by the Authority or any other Governmental Authority on the Company in relation to or attributable to the Services.
(c) Any reimbursements on account of the expenditure incurred by the Company at its sole discretion on behalf of the Service Provider;
(d) Any statutory taxes as per Applicable Laws from time to lime;
(e) **Monies in lieu of Performance Security, if any**;
(f) **Monies against Liquidated Damages imposed, if any**;

5.3. All payments shall be made by way of cheque or by way of transfer to designated bank account of the Service Provider and as intimated to the Company.

5.4. The Service Provider shall deposit the monthly salary of the labourers, employees, workmen etc. engaged by it for the provision of Services into their respective bank accounts by 7th (seventh) day of each month and shall provide the details of the payment to the Company no later than 10th (tenth day of each month. In case any labourer employee or workmen does not have a bank account, the Service Provider shall open a bank account within first month or their employment. In case of failure of the Service Provider to pay the salaries

or wages for a month, the Company may, at its discretion, deduct such amount from the Service Fee and remit the same to the account of labours, the details of which shall be provided by the Service Provider to the Company. For the purpose of clarity nothing in this Agreement obligates the Company to make such payments directly to the labours and the same shall be done only in case in its sole discretion (with prior notice to the Service Provider) decides to do so.

5.5. The Service Provider shall submit a declaration on salary payments (along with supporting documents ***evidencing*** such payments as required by the Company) and compliance with labour laws, as per **Schedule-VII** (Declaration) at the time of submission of its Monthly Invoice.

5.6. The Service Provider acknowledges and agrees that any non-compliance of this provision constitutes a material breach of this Agreement and the Company shall have the right to forthwith terminate this Agreement in case the salaries or wages are not duly paid. In this regard, to determine the compliance by the Service Provider, the Company shall have (i) the right to conduct discussion with the contract labourers, employees or manpower engaged in provision of services in this regard to determine the compliances by the Service Provider (ii) reasonable access to all relevant information and records under the control of the Service Provider for the purpose of auditing (either by internal or external auditor), examining and making copies of or extracts of the record.

6. PERFORMANCE SECURITY

6.1. The Service Provider shall, as a security for due performance of its obligations under this Agreement, submit a Performance Security for an amount as stated in the Particular Conditions in any one of the following forms ("Performance Security"):

(a) an unconditional and irrevocable bank guarantee from any scheduled bank in India, acceptable to the Company, in a format to be pre-approved b) the Company within 7 (seven) days of the Commencement Date ("**Performance Bank Guarantee**"). The Performance Bank. Guarantee shall be valid for the entire Agreement Period or such other period as stipulated under Particular Conditions and the same shall be extended by the Service Provider if there is any extension of the Agreement Period; or

(b) Authorise the Company to deduct an amount equivalent to 20% (twenty percent) of the amount of Performance Security from the first five Monthly 1nvoices for the Service Fee ("**Retention Amount**"). The Company shall hold on to such Retention Amount as Performance Security) for the entire Agreement Period.

6.2. The Company shall have the right to forfeit the Performance Security (by encashing the Performance Bank Guarantee or by set off from the Retention Amount, as the case may be) on the occurrence of following events (i) breach of its obligations under the Agreement by the Service Provider: (ii) any penalty or damages levied by the relevant Authority or any other Governmental Authority ***on*** account of or related to the Services; and (iii) any third part) claim on account of an act or omission of the Service Provider, its personnel or its manpower or as may be attributable to the Services hereunder.

6.3. In the event the Performance Guarantee is ***forfeited*** at any time during the Agreement Period, the Service Provider shall recoup the same in the manner required by the Company for the amounts so deducted in accordance with the terms of this Agreement.

7. COVENANT AND OBLIGATIONS

7.1. Performance Parameters:

(a) The Service Provider shall, at all times, perform the Services in accordance with the Performance Parameters. The Service Provider acknowledges that it is Company's aspiration to attain "Excellence through Quality" and stamp its "Mark of Excellence" on the Services by ensuring that the quality achieved is well above the industry standards. As such, the Service Provider shall ensure that quality of the Services is not compromised, and Service Provider shall comply with all the relevant standards and practices in place.

(b) The Service Provider will perform its obligations under the Agreement in most expeditious and economical manner, consistent with best interests of the Company.

(c) The Service Provider shall maintain the Toll Plaza(s) premises in good condition and keep it neat and clean and take due care to prevent any damage to property .

7.2. Manpower & Personnel

(a) The Service Provider shall deploy authorized qualified personnel at the site as single point contact between the Company and the Service Provider. The Service Provider has appointed the person named in the Particular Condition as its authorized person ("Service Provider's Authorized Personnel"). In case of any change in the authorized person the Service Provider shall appoint some duly qualified personnel as the authorized person and shall intimate the Company.

(b) In order to efficiently perform the Services, the Service Provider is required to provide and deploy resources as detailed in **Schedule II** (Service fees & required ROW maintenance activities to be executed).

(c) It is hereby agreed that in case the Company requires the Service Provider to deploy additional manpower/ resources for the performance of Services in accordance with this Agreement then the Service Provider shall promptly deploy such additional manpower/resources to ensure smooth maintenance of the ROW/Toll Plaza and uninterrupted performance of Services, the Company shall not be liable to pay any additional fee on this account.

(d) The Service Provider shall provide regular training to its staffs, personnel, manpower or workmen engaged in the provision of Services.

(e) Service Provider shall provide induction training to new staff/worker/labour before commencing their duty under the Scope of Work depicting information regarding their working condition and terms of employment, including entitlement to wages, any other benefits, and the labour rights, within 30 days of their commencing work. The records of such induction shall be maintained and handed over to the Company.

(f) A grievance redressal mechanism should be well defined, and the staff should be made aware of the same.

(g) The Service Provider shall provide a copy of their POSH Policy and details of the Internal Committee Members. Awareness program related to POSH (prevention of sexual harassment at workplace) shall be conducted for all employees at regular intervals. Service Provider shall provide the details and proof of such trainings conducted to the Company as and when required.

(h) The recruitment policy shall provide equal employment opportunity and not make employment decisions or discriminate with respect to aspects of the employment relationship, on the basis of personal characteristics unrelated to inherent job requirements, including gender, race, and religion, nationality, political opinion, or social or ethnic origin.

(i) The manpower/workforce engaged by the Service Provider for performance of the Services shall be solely considered to be the employees/labour of the Service Provider, and shall be subject to Service Provider's superintendence, control and disciplinary actions. The Company shall not be responsible for an act or omission of the employees/labour of

the Service Provider or for payments of compensation to such employees/labour. Notwithstanding anything contained in this Agreement, the Service Provider shall be solely responsible for any payments to the manpower/personnel engaged in the performance of Services and for compliance with Applicable Laws relating to labour, employment and manpower.

(j) The Service Provider acknowledges that it, and not the Company, shall be liable for any labour claim or dispute that may arise in relation to engaging/employing such labour/employee. The labour/employees deployed by the Service Provider for the Agreement shall not be entitled to claim pay, perks and other facilities which may be admissible to casual. Ad-hoc regular/confirmed employees of Company, during the currency and after the expiry of the Agreement Period. In case of termination of the Agreement, the persons deployed by the Service Provider shall not be entitled to make any claim for absorption or relaxation for absorption in the regular or otherwise in any other capacity in the Company.

(k) The Service Provider shall abide by all safety rules and regulations of the Client as stipulated under **Schedule IV** at the Project Site, issued with the following objectives:

(i) To promote the fair treatment, non-discrimination, and equal opportunity of workers.
(ii) To establish, maintain, and improve the worker-management relationship.
(iii) To promote compliance with national employment and labour Laws.
(iv) To protect workers including vulnerable categories of workers such as children, migrant workers, workers engaged by third parties, and workers in the client's supply chain.
(v) To promote safe and healthy working conditions, and the health of workers.
(vi) To avoid the use of forced labour.

(l) The obligation of the Service Provider is to adhere with applicable labour related laws and government regulations, and other policies in this regard from time to time. If the Service Provider fails to adhere to the safety rules/regulations at the Site, the Company reserves the right to terminate this Agreement with immediate effect.

(m) The Company has a zero tolerance for harassment, intimidation or humiliation of any kind at workplace. The Company's Prevention of

Sexual Harassment Policy is a gender-neutral policy and is in line with the laws and rules specified in the Prevention of Sexual Harassment at the Workplace Act, 2013 ("Act") and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 and draws upon the definitions as prescribed in the Act. The Service Provider shall be committed and dedicated to creating a fair, healthy and safe workplace for all its employees where they can work without fear of prejudice, gender bias or sexual harassment

7.3. Statutory Compliances, Registration and Approval

(a) The Service Provider shall perform the Services in accordance with Applicable Laws and procure, maintain and comply with all Applicable Permits required for performance of Services.

(b) The Service Provider shall submit with the Company necessary proof of its registration under GST, PAN, Contract Labour (Regulation and Abolition) Act, 1971, PF, ESIC and any other registration/approval required in relation to the performance of Services.

(c) The Service Provider shall submit copies of acknowledgements evidencing filing of statutory returns every month / quarter /year and shall keep the Company fully indemnified against Service Provider's liability of tax, interest, penalty etc. in respect thereof, which may arise.

(d) At the end of each quarter, the Service Provider shall provide Certificate / undertaking with requisite supporting documents that they have filled and met all Statutory Compliance related to applicable labour laws prevailing as per the Indian law.

(e) The Service Provider shall ensure implementation and compliance with the Company's Environmental Social and Governance (ESG) policy guidelines during the term of this Agreement (copy of ESG policy enclosed as per **Schedule-III).**

7.4. Safety and Health

(a) The Service Provider shall, while performing the Services, have full regard to the safety of all persons deployed at upon the Site and keep the Site in an orderly state appropriate to the avoidance of danger to such person. Establish and execute traffic diversion and traffic management in accordance with the safety requirements specified by any Governmental Authority and the Concession Agreement.

(b) The Service Provider shall take all reasonable steps to protect the environment and to avoid damage and nuisance to person or to property of the public or others resulting from pollution, noise or other causes arising as consequence of its method of operation.

(c) The Service Provider shall adherence to the highest industry standards for safety while performing the Services to ensure safety at the Site.

(d) Under dense traffic conditions and lane closures, the Service Provider is required to provide suitable and qualified personnel to supervise the provision of Services in compliance with the requirements of the Concession Agreement.

(e) The Service Provider shall provide all personal protective equipment (PPE) to the manpower, personnel and labours at the Project Highway. The Company will not be responsible for any fatal, major/minor injuries of any nature whatsoever of any workmen or labour at the Site.

(f) The safety items (safety cones, portable sign boards. water barriers etc.) for the work zone will be provided by the company. At the end of the month, reconciliation of all the safety items will be done by the engineer, in case of difference in the number of items that from the issued number, irrespective of their condition, debit note will be issued and debited from the respective month service fee. Also, at the end of the period of contract, the service provider is supposed to return all the safety items back to the company, irrespective of the condition for reconciliation purpose.

(g) The Service Provider shall provide necessary medical facilities. Hospitalization and medical treatment a required for the labour or manpower engaged.

(h) The Service Provider shall abide by all safety rules and regulations of the Company at Site or as instructed from time to time. If the Service Provider fails to adhere to the safety rules / regulations at the Site, the Company reserves the right to terminate this Agreement with immediate effect.

i. The Service Provider shall ensure that all the newly recruited staff have undergone the safety training. Further. an orientation program shall be in place by the Service Provider on:
ii. Educating the labour/staff about Company's internal rules and regulations; and
iii. Educating them about Do's and Don'ts aspects pertaining to Health, Safety and Environment.

7.5. Anti-Bribery

(a) The Service Provider agrees that it shall comply with all applicable laws while performing its obligations under this Agreement. In particular, the Service Provider agrees to comply with all the requirements of Anti-Bribery and Corruption ("ABC") Policy and any local laws prohibiting bribery, kickbacks or other unlawful or improper means of obtaining business or commercial advantages including the Prevention of Corruption Act, 1988 ("Local Anti-Bribery Laws"), regardless of these laws' jurisdictional limitations, in so far as their dealings with or on behalf of the Company or its affiliates are concerned or while performing their obligations under this Agreement. In this regard. the Service Provider agrees and warrants that it shall not make, offer, promise, or authorize any payment, loan, gift, donation or other giving of money or things of value, directly or indirectly, whether through any of its partners, affiliates, officers, employees. representatives, agents, whether in cash or kind and whether pursuant to any written agreement, to or for the use of any government official, any political party, or official thereof or any candidate for political office, for the purpose of influencing or inducing any official act or decision in order to further the activities contemplated by this Agreement including obtaining or retaining any approval from any government authority. The Service Provider acknowledges that in entering into this Agreement. the Company has relied upon the service provider representation and warranty to strictly comply with ABC Policy and Local Anti-Bribery Laws and further agrees that if it violates any such law in the course of performing the activities enumerated in this Agreement or in so far as their dealings with or on behalf of the Company or its affiliates are concerned, the Company may immediately, upon notice to the service provider, terminate this Agreement.

(b) The Service Provider represents and warrants that none of its employees, officers, directors are government officials. In the event, there is any change in the information contained in this Clause; the service provider agrees to make immediate disclosures in writing.

(c) The Service Provider agrees to maintain records that accurately reflect each of the transactions relating to the obligation contemplated herein in detail and to maintain a system of internal accounting controls to ensure that all transactions are properly and duly authorized.

(d) The Service Provider will, if requested, provide reasonable assistance to the Company in performing any activity related to the Service Provider that is required by any government or agency thereof in any relevant

jurisdiction for the purpose of ensuring compliance with the laws referenced in this section.

(e) The Service Provider will notify the Company if it becomes aware of information that suggests that it has failed, or is likely to fail, to comply with the terms set out in this section.

(f) The Company and its authorized representatives shall have reasonable access to all financial and related records under the control of the Service Provider that relate to this Agreement, for purposes of auditing, examining, and making copies of or taking extracts of those records. This audit right may be exercised (i) pursuant to a request or demand from a governmental agency or intergovernmental organization, (ii) following notice provided under Clause 7.5 (e) above, or (iii) on any other basis reasonably articulated to the audited party. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Company unless certain exemption criteria are met. If the auditor discovers substantive findings related to fraud, misrepresentation or non-performance, the Company may recoup the costs of the audit work from the service provider.

(g) The Service Provider shall ensure that its personnel attend the training conducted by the Company and provide quarterly undertakings as required by the Company with respect to compliance with the provisions of this Clause 7.5.

7.6. Maintenance of Record

The Service Provider will be required to maintain and submit records in relation to the Services as per the instructions of the Company and as per the requirement of the Concession Agreement. The Service Provider shall prepare and submit such routine cleaning and maintenance reports/ information in relation to the Services as required in accordance with the Concession Agreement. The service provider shall also upload all daily routine activities on software/digital platform/e-mails as per company policy/directed by the site engineer.

7.7. Insurance

The Service Provider shall procure and maintain insurance in accordance with the Good Industry Practice and Concession Agreement to secure any loss or injury to life or damage to property at the Site in performance of its obligations under this Agreement including its men, vehicles plant, machinery, equipment, materials, users etc. (including transit insurance) required for the Services and also third-party liability insurance (contractors all risk insurance). The Service Provider shall furnish to the Company a copy of such insurance policy or

policies and receipts of premium paid.

7.8. Variation in Scope of Services

(a) The Company reserves the right to vary the scope of the Services from time to time. The Service Provider shall not be entitled to any claim for any reduction in the scope of Services or omission of any part thereof. Any addition to Services that are to be included in the scope of Services shall be paid to Service Provider at mutually agreed market rates and any reference to the Services shall include such addition or omission or variation as may be made to the scope.

(b) Needless to mention that until and unless, there is a change of scope of Services ordered by the Company in writing. the Service Provider shall not put any additional claims over and above the agreed fees herein. In case of such additional requirement/change of scope of Services, the same shall be claimed by the service provider on mutually agreed terms with the Company. The Company reserves the right to add or delete any item/activity of Services depending upon the site requirements and the requirements of relevant authority.

7.9. Coordination with other Service Providers and consultants of the Company

(a) The Service Provider is aware of the existence of other third- party service providers/contractors of the Company with whom the Service Provider shall have to interface in the course of performance of Services. The Service Provider shall coordinate, cooperate and maintain harmony with other third-party service providers/contractors, consultants or agents of the Company working at the Project Highway.

(b) Any dispute arising on account of labour, vehicle, material and machinery has to be peacefully settled by the Service Provider and such third-party service provider, consultants or agencies amongst themselves. The Company shall neither be responsible for settlement of the dispute arising between the Service Provider and such third-party contactors and/or any agencies and such parties will be responsible to liable for any claim that they may have *vis a vis* each other.

7.10. Force Majeure

(a) The Parties hereby agree that upon happening of a Force Majeure event which is unforeseeable and beyond the reasonable control of affected Party, which makes it impossible for the affected Party to perform its obligations under the Agreement, the obligation of the affected part) under

this Agreement shall be suspended during the subsistence of such Force Majeure event.

(b) A Party claiming a Force Majeure event shall promptly notify the other Party in writing and provide full particulars and the date of first occurrence thereof (to the extent known), as soon as possible after the Force Majeure event has occurred and also keep the other Party informed of any further developments. The Party so affected shall use commercially reasonable efforts to remove the cause of non-performance. and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

8. REPRESENTATION AND WARRANTIES

The Service Provider represents and warrants that:

(a) it is duly organized and validly existing under law of its incorporation / registration;

(b) it has fully legal right, power and authority required to enter into this Agreement and to perform the obligations hereunder;

(c) the execution and performance of this Agreement has been duly authorized by all necessary corporate bodies of such Party;

(d) the execution, delivery and performance of this Agreement by it shall not violate, conflict with, result in a breach of the terms, conditions or provisions of its own charter documents, any contract to which the it is a party, any applicable law affecting it: and

(e) this Agreement , when executed, will constitute legal, valid and binding agreements and obligations enforceable against such Party.

9. INDEMNIFICATION

9.1. The Service Provider hereby agrees to defend, indemnify, protect and hold harmless the Company, its officers, directors. agents and employees from and against any and all claims, loss, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages to the Company (collectively the **"Claims")** arising from:

(a) breach or contravention of any Applicable Laws in respect of and/or in relation to any Services including but not limited to all relevant Indian labour laws (including but not limited to, Employees Provident Fund Act.

Employees State Insurance Act, Central Minimum Wages Act, Payment of Wages Act, service provider Labour (Regulation & Abolition) Act); and/or

(b) by reason of any act, omission, default, mistake, oversight, negligence or the misconduct of the Service Provider or by an officer, director, agent, manpower, labour, or employee of the Service Provider ; and/or

(c) for any loss, damage. actions, suits and penalty levied on the Company by relevant Authority /independent consultant or any other Governmental Authority in relation to performance or non-performance of Services under this Agreement; and/or

(d) from any liability arising on account of any theft, loss or damage to any property or injury, death, partial disability, loss arising from unavoidable circumstances at the [Site/Toll Plaza] to the persons/employees attributable to the Services, resulting in whole or in part from acts or omissions of the Service Provider or any employee, labour, agent, or representative of the Service Provider.

(e) Any claim or liability on account of failure to com ply with the anti-bribery obligations.

(f) Any loss of revenue or toll collection attributable to failure of the Service Provider to perform the Services in accordance with the terms of this Agreement.

9.2. The Service Provider shall indemnify the Company its officers. directors and employees against and hold them harmless from any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties (including reasonable fees for outside counsel, accountants and other outside consultants) suffered or incurred as a result of a third-party claim against the Company on account of an act or omission of the Service Provider, its labours, contractors, agents, representatives, etc, or attributable to the Services.

9.3. The Company shall have the right to withhold any payments due to the Service Provider under this Agreement, including the amount of any defence costs, plus additional reasonable amounts in case of any claim of indemnity against the Service Provider as per Clause 9.1 above.

10. DEFAULT AND TERMINATION

10.1. The Company may without prejudice to any other rights and remedies available under law or Agreement, terminate this Agreement either by giving two (1) months' notice to the Service Provider or on the occurrence of one or more of

the following ("**Event of Default**"):

(a) Suspension or abandonment of the Services.

(b) Failure to comply with or fulfil any of its obligations or responsibilities under this Agreement which is not cured within the period mentioned in the Default Notice. For the purpose of clarity The Company shall have the right to forthwith terminate this Agreement in case of failure to comply with the obligation to pay wages or any other labour related laws or failure to comply with anti-bribery provisions.

(c) Failure to recoup the Performance Security as per clause 6.3 or comply with Performance Parameters.

(d) Becomes bankrupt or insolvent or goes into liquidation.

10.2. Upon the occurrence of an Event of Default the Company may issue the Service Provider written notice stating the default ("'Default Notice") and requiring the Service Provider to remedy the same if such default is curable. If the Service Provider does not take all practicable steps to remedy the defaults within 7 (seven) days from the date of the Default Notice or such other reasonable time as the Company deems fit in view of the cure period prescribed under the provisions of the Concession Agreement for such breach, the Company shall have the right to forthwith terminate this Agreement.

10.3. Upon the occurrence of an Event of Default, the Service Provider will be required to vacate the Site, remove all its men and material within 2 (two) days of the said termination date and handover to the Company all necessary documents/information relating to the Services and provide assistance as may be reasonably required for the transition of Service.

10.4. If the Service Provider does not take all practicable steps to remedy the defaults within 7 (seven) days from the date of the Default Notice or such reasonable time as the Company deems fit and specified in the Default Notice or the default is not curable, then the Company may forthwith terminate the Agreement upon expiry of 7 (seven) days from the date of Default Notice.

10.5. This Agreement may be terminated at any time by mutual consent of the parties by giving (1) months' notice hereto, provided that such consent to terminate is in writing and signed by each of the parties.

10.6. In the event of early termination of this Agreement, the Company reserves the right to award the Agreement for the remaining period of the Agreement Period to any other Service Provider/contractor.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1. This Agreement shall be governed by the laws of India, subject to the provisions of Clause 11.2 below, the courts at Gandhinagar shall have jurisdiction in relation to any dispute, controversy or claim arising out of, relating to, or in connection with the Agreement, or the breach, termination or validity thereof.

11.2. If any dispute or difference between the service provider and the Company shall arise out of or relating to this Agreement, then either Party may forthwith give to the other Party a notice in writing of such dispute or difference and such dispute or difference shall be referred to the Management of the respective Parties for them to mutually agree and resolve the dispute or difference in good faith. Unless the Agreement has been repudiated or terminated, the Agreement shall, in every case, continue to proceed with the performance of services in accordance with this Agreement.

11.3. In case of an event such dispute or difference cannot be resolved within fifteen (15) days from the date of the notice given under Clause 11.1. above, either Party may refer such dispute and difference to arbitration to be conducted in accordance with the provision of Indian Arbitration and Conciliation Act. The Parties shall appoint the sole arbitration within 7 (seven) days, failing. The seat of the arbitration shall be in ***New Delhi***. The arbitral proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties.

12. MISCELLANEOUS

12.1. Authority's Step in Rights

The Service Provider acknowledges and accepts that ***(Name of Authority / Client)*** **_____** ***and the senior lender of the SPV*** have the right to step-in as per the provisions of the Concession Agreement and the financing agreements. The Service Provider undertakes and agrees tin case of the exercise of such step-in rights, the Service Provider shall take all such steps and actions as may be required to give effect to the right.

12.2. Confidentiality

The Parties agree to keep strictly secret and confidential, and under no circumstances to disclose to any other person or entity, any confidential information arising from or in connection with the service provider including the terms of this Agreement. The Service Provider also agrees to keep confidential all information concerning the business, affairs, customers, clients, suppliers, and employees of the Company ("Confidential Information") unless disclosure of such information is expressly permitted by Company's written consent.

Confidential Information includes any data or information, oral or written including financial data, commercial data, trade secrets, strategic plans, business plans, product development information (or other proprietary product data), formulas, pricing plans, marketing plans, processes, inventions, devices, training manuals, computer programs, databases, client lists, investor lists, trading strategies, trading methods, risk management, analytical models, algorithms, and all other non-public, proprietary or confidential information of, concerning, or provided by or on behalf of the Company or its partners, employees, licensees, investors, or clients, including without limitation, any technical, economic, financial, trading, sales, production, marketing, or other information which is not public knowledge. Confidential Information shall also include the identity and contact information of clients or prospective clients, and confidential information of such clients or prospective clients, and investments and performance of the Company. In the event of termination of the service provider, all written materials relating to the Confidential Information shall be returned to the Company or destroyed as the Company may advise, and the service provider shall deliver a certificate to the Company certifying as to such return or destruction. In such event, the service provider and its employees, advisors and agent shall make no further use or disclosure of such information whatsoever.

12.3. Notice

All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English, and shall be sent (i) by reputable overnight courier or (ii) by facsimile transmission and (iii) with a copy by e-mail regard less of the mode of transmission, by one Party to the other Parties at the address indicated in Particular Conditions or at such other address as the Party to whom such notices are to be given shall have last notified the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Unless there is evidence that it was received earlier, any Notice delivered to the Party to whom it is addressed as provided in this Clause shall be deemed to have been given and received (i) if delivered personally, when left at the address referred to in this Clause; (ii) if sent by email, at the time of confirmation of transmission recorded on the sender's computer; (iii) if delivered by fax, when confirmation of its transmission has been recorded by the sender's fax machine; and (iv) Five Business days from the day of dispatch by way of courier.

12.4. Independent Service Provider

For all purposes hereof, the Service Provider shall remain an independent Service Provider and nothing contained in the Agreement shall be construed to create an employer-employee, joint venture or partnership relationship between

the Company and the service provider. Neither party shall have any right to undertake any obligations on behalf of the other party or to make any representation, promise or agreement of any nature on behalf of the other party.

12.5. Non-exclusivity

During the term of the Agreement and thereafter, the Company shall be free to engage the services of any other individual or company that competes with the service provider or offers services similar to those offered by service provider, and any such engagement shall not be considered a breach of the Agreement.

12.6. Amendment

The Agreement may only be amended, whether in whole or in part, by a writing signed by both the Parties.

12.7. Severability

The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as though the invalid or unenforceable provision was omitted.

12.8. Entire Agreement

The Agreement sets forth the entire agreement between the Parties and supersedes all prior arrangements or understandings.

12.9. Counter Part

This Agreement shall be executed in two counterparts, one to be retained by each Party and each of the counterparts, when executed and delivered to each of the Parties shall constitute original Agreement.

12.10. Assignment

The Service Provider shall not, without the prior consent of the Company, assign or transfer, in any manner whatsoever, this Agreement to any third party. The Company shall be free to assign the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written

Signed	Signed ....
For and on behalf of **"Company"**	For and on behalf of the **"Service Provider"**
Name:	**Name:**
Title:	**Title**

PARTICULAR CONDITIONS

Clause no.	Particular	Details
Recital A of Service Agreement and Clause 1.1 of General Conditions	Project & Project Highway	Four Laning of *(Project Name)* from Km _____ to Km _____ in State of _____
Recital A of Service Agreement	Concession Agreement / WO	_____
Clause 1.1 of General Conditions	Authority	(*Name/Details of Concerned Authority)*
Clause 1.1 of the General	Service Fees	As per Schedule 2
Clause 1.1 of the General	Commencement Date	_____
Clause 3.2 of the General	Agreement Period	_____
Clause 6.1 and of the General	Performance Bank Guarantee/Performance	Amount Equivalent to One Month of Service Fee. Valid for Agreement Period.
Clause 7.2(a) of the General Conditions	Service Provider's Authorized Personnel	[•]
Clause 12.3 of the General Conditions	Notice	Company: Name & Address to be mentioned
		Service Provider : Name & Address to be mentioned

SCHEDULE I

DETAILED SCOPE OF SERVICES

(a) **Median Maintenance**:

Trimming of plants/shrubs in the median, islands, rotary, interchanges, toll plaza, truck lay bye and at other facilities of the Site along with disposal of branches/undesirable vegetation/debris including supplying and spreading manure, pesticides and insecticides as and when required as per Site conditions and as directed by Project head or his representative. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard. Trimming and shaping of hedges and trees within the control of the Service Provider.

(b) **Roadside Maintenance**:

General cleaning and disposal of branches/undesirable vegetation/ debris from roadside as directed by site in-charge with all leads and lifts complete. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard.

(c) **Maintenance of Existing plants**:

A joint inspection to count the number of plants present in the median and avenue shall be carried out between the Service Provider and the Company and access to the median and avenue shall be provided to the Service Provider for maintenance of plants. The Service Provider will be required to maintain the minimum nun1ber of plants (median & avenue) as found out through this joint inspection. The Service Provider will be liable for damages as set out in Schedule-V if Service Provider fails to maintain such minimum number. The Service Provider shall be responsible for having a maintenance and management plan in place for trees, shrubs, turfing and hedges to sustain their development in a dignified manner pleasant in appearance. The Service Provider shall also be responsible for numbering and maintaining a register of all roadside trees within Right of Way (ROW).

(d) **Watering**:

Watering of all plants/shrubs planted for aesthetical environmental purpose to keep them all the time in healthy state. In the event the Service Provider fails to water the plants and keep them in healthy state, the Company may at its sole discretion hire another Service Provider or hire labour to water the plants. Any costs and expenses incurred in relation thereto shall be solely to the account of the Service Provider and shall be deducted from the Service Fee or any other amount payable to the Service Provider. In case the amounts payable to the Service provider in the subsequent month, are not sufficient then the Service Provider shall be responsible to reimburse such costs and expenses within 15 (fifteen) days, failing which a delay interest at prevailing SBI prime lending rate shall be levied.

(e) **Cleaning of Road Furniture (Delineators, Signboards, Crash Barrier, PGR, Separators, etc.)**:
Cleaning of Road furniture in medians, Road side and service roads; as directed by Site-in-charge at least once in a month.

(f) **Sweeping/Cleaning of Road**:
Surface cleaning of main carriageway along with paved shoulder and service roads, bus laybys / truck laybys, preferably by mechanical means along with disposal of debris from Site as directed by site in charge with all leads and lifts complete including wet cleaning of kerbs at least once in two months. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard.

(g) **Cleaning of Toilet Blocks**:
Toilet Blocks shall be kept in clean and usable condition throughout the day. The Service Provider shall provide at least one sweeper round the clock at each of the toilet blocks. The Service Provider shall provide all such materials/consumables which are required to keep the toilet block neat and clean. The responsibility of the material available in the toilet blocks will be of the Service Provider against theft and breakage.

(h) **Cleaning of Drains**:
Cleaning of roadside drains wherever required, including disposal of sediments, excess material from site with all leads and lifts complete in all respect as directed by the Site-In-Charge.
Frequency – Drain must be cleaned prior to Monsoon and during Monsoon in order to avoid choking.

(i) **Cleaning of Toll Plaza and Booths**:
Carrying out cleaning of toll plaza premises, administrative building premises, toll booth and toll lanes including wet cleaning of road furniture in toll plaza.

(j) **Cleaning of Waterway of Structures / Culverts and Structures** :
Desilting, cleaning of culverts (box, slab & pipe), underpasses, bridges, flyovers, ROBs Retaining Wall, RRM Wall, Crash Barriers etc. including disposal of excess material from site with all leads and lifts complete in all respects as directed by Site-In-Charge.

(k) **Safety during Service**:
The Service Provider shall, throughout the execution and completion of the Services, have full regard to the safety of all persons at the Site and keep the Site in an orderly state appropriate to the avoidance of danger to such person, establish and execute traffic diversion and traffic management in accordance with the safety requirements specified by relevant authority and the Concession Agreement. Safety procedures to be followed by the Service Provider shall be as per prevailing IRC Codes and Standards. However, the minimum quantities of safety material required will be as mentioned in Schedule-

VIII. The Service Provider shall prepare an emergency response plan for the performance of Service at the Site. The emergency response plan shall detail the Service Provider's procedures, including detailed communications arrangements, for dealing with all emergencies that could happen at the Site or affect the Site. This includes where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather and rescue.

(l) The Service Provider shall arrange for transportation of its labor for execution of the said works own their risks & cost

(m) The Service Provider shall train their staffs regularly, brief the staff at the beginning of every shift and ensure that the staff is courteous and well behaved.

(n) The Service Provider shall provide all materials / consumables / tools & tackles / Equipment, if any and all other items incidental to work which are required execution of this Agreement.

SCHEDULE II

A) Service Fees and Required Row Maintenance Activities to be Executed

Sr. No.	Item Description	Unit	Rate/Km /Month ₹	Km	Amount/ Month ₹
a	**Median Maintenance :** Trimming of plants/shrubs at media, islands rotary, interchanges, toll plaza and truck lay bye along with removal of branches / undesirable vegetation / debris / garbage including supplying & spreading manure, Providing and spreading insecticides / pesticides as and when required as per site conditions and as directed by site In-charge . ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***	Km			
b	**Roadside Maintenance:** General cleaning and removal of undesirable vegetation/weeds/litter/garbage along with its disposal from site as directed by site In-charge with all leads and lifts complete. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
c	**Maintenance of Existing plants (median + avenue) :** A joint inspect ion to count the number of plants present in the median and avenue shall be carried out between the service provider and company and the same shall be handed over to the service provider for monthly maintenance. The Service Provider will be required to maintain the number of plants for the entire duration of the contract as found out through thus joint inspection. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V***				

Sr. No.	Item Description	Unit	Rate/Km /Month ₹	Km	Amount/ Month ₹
d	**Watering:** Watering of all plants/shrubs Planted for aesthetical/e environmental purpose to keep them all the time in healthy state. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
e	**Cleaning of Road Furniture (Delineators, Signboards, Crash Barrier, PGR etc.):** Cleaning of Road furniture in medians, roadside and service roads, as directed by site in-charge at least once in a month. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
f	**Cleaning of Road :** Surface cleaning of main carriage way along with paved shoulders and service roads, bus bays / truck laybys preferably by mechanical means along with disposal of debris from site as directed by site in-charge with all leads and lifts complete including wet cleaning of kerbs at least once in two months. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
g	**Cleaning of Toilet Blocks:** Toilet Block shall be kept in clean and usable condition throughout the day. The service provider shall provide at least one manpower round the clock for each of the toilet blocks the service provider shall provide all such materials/consumables which are required to keep the toilet block neat and clean. The responsibility of the material available in the toilet blocks will be of the service provider against theft and breakage. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				

Sr. No.	Item Description	Unit	Rate/Km /Month ₹	Km	Amount/ Month ₹
h	**Cleaning of Drains:** Cleaning of roadside and median drains wherever required including disposal of sediments, excess material from site with all leads and lifts complete in all respect as directed by the site in¬ charge carrying out. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
i	**Cleaning of Toll Plaza and booths:** Cleaning of toll plaza premises, toll booth and toll lanes including wet cleaning of road furniture in toll plaza. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule-V.***				
j	**Cleaning of Waterway of Structures / Culverts & Structures:** Desilting, cleaning of culverts(box, Slab & Pipe), Under pass, bridges, flyovers, ROBs Etc. including disposal of excess material from site with all leads and lift complete in all respects as directed by site in-charge. ***Penalties will be imposed if any discrepancies will be found in work as per Schedule¬ V.***				
k	**Safety during Service:** The work zone shall be barricaded as per prevailing IRC Codes and Standards. Minimum quantities of safety material required shall be as mentioned in Schedule-VIII. ***Penalties will be imposed if any discrepancies will be found in Safety as per Schedule-V.***				

Notes:-

1. The service provider shall deploy manpower (labour, supervisor) / material / machinery / equipment / vehicles / tools & tackles and any other items in sync with Scope of Work defined above for effective implementation, monitoring & reporting of work.

2. Service Provider shall nominate person responsible for day to day coordination / communication of the work with Client.
3. The Client shall not provide any manpower (labour, supervisor) / material / machinery / equipment / tools & tackles etc. for execution of work as define above.

Service Fee (Monthly): Project Name:- _____
From chainage Km ___.___ to Km ___.___ Rupees _____ Only (Inclusive of GST)

B)	**Labour Only Charges for Execution of other Periodic Maintenance Work**		
Sr. No.	**Item Description**	**Unit**	**Labour Only Rate (₹)**
1	Applying two coats of enamel / water based paint over a primer coat on concrete surface (Kerb / Crash Barrier / Separator) as directed by the Engineer.	Sqm	
2	Repair of damaged kerb as per direction of Engineer	Rmt	
3	Removal and / or erection of new metal beam crash barrier as directed by the Engineer	Rmt	
4	Dismantling of Existing Crash Barrier/ Railing	Rmt	
5	Fixing of pedestrian guard rail (PGR) after removing existing (PGR) as per direction of the Engineer	Rmt	
6	Fixing of various type of Stone i.e. 5th KM, Km, Boundary, Hectometre etc.	No.	
7	Fixing of Traffic Signs	No.	
8	Fixing of Road Studs	No.	
9	Patch Work using Hotmix / Cold Mix Material	Sqm	
10	Repair of Shoulder/Shoulder Maintenance/Filling of Rain Cut	Sqm	
11	Applying Thermoplastic Paint with Drop on Glass Beads for Execution of Pavement Marking as per Technical Specification MoRTH Clause 803, IRC 35:2015 & Other Applicable Codal Provisions and as directed by Engineer In-charge. – *All machinery in scope of Labour Contractor*	Sqm	
12	Median Plantation	No.	
13	Avenue Plantation	No.	
14	Repair of Footpath	Sqm	
15	Repair of Concrete Crash Barrier / Parapet Wall / Separator	Rmt	
16	Repair of Random Rubble Masonry Stone	Rmt	
17	Supply of Extra Unskilled Labour	No.	
18	Supply of Extra Semi-skilled Labour	No.	
C)	**Incident Management**		
Sr. No.	**Item Description**	Unit	**Rate / Month (₹)**
19	Providing Route Patrol Vehicle for 24x7, 365 Days with RPO, Helper etc. for round the clock Patrolling of Project Corridor as per the Provision of the Concession Agreement incl. O&M of RPV, Service, Driver, Fuel all inclusive	Per Month	
20	Providing Ambulance for 24x7, 365 Days with Driver, Paramedical Officer & Helper etc. having response time of less than or equal to 30 minutes as per the Provision of the Concession Agreement incl. O&M of Ambulance, Service, Driver, Fuel all inclusive	Per Month	
21	Providing Crane for 24x7, 365 Days with Driver/ Crane Operator, Helper etc. for removal of damaged vehicle blocking the traffic at Project Corridor as per the Provision of the Concession Agreement incl. O&M of Crane, Service, & Fuel all inclusive	Per Month	

Note:-

1. The service provider shall provide rate for supply of manpower for execution of work with. Material shall be supplied by Client.
2. Minor Tools & Tackles like Spade, Chisel, Welding Machine, Brush, Broom etc. which are required for execution of above works shall be provided by the Service Provider.
3. Personal Protective Equipment (PPE) like Safety Jackets, Safety Shoes, Gloves, Safety Helmets, Goggles, Mask, etc. shall be provided by the Service Provider.
4. Service provider shall maintain and provide detailed record of material consumed while execution of above work and provide this report to supervisor of the Client at the end of day’s work without fail.

SCHEDULE III

ENVIRONMENTAL, HEALTH & SAFETY POLICY

Environmental, Health & Safety Policy

1. Objective

The objective of this policy is to establish the guidelines to meet the Company's Environmental, Health & Safety principles.

2. **Scope**

This policy applies to all areas of operations of the Company.

3. **Roles and Responsibilities**

Company's management is responsible for adhering to the policy guidelines in identifying the EHS risks and meeting with EHS principles in Company's operations. Where additional subject matter expertise is needed in meeting the objectives, management may utilize external resources as relevant and necessary.

4. **Environmental , Health and Safety Guidelines**

The Company shall use all reasonable efforts to ensure the implementation and continuing operation of the EHS Policy.

SCHEDULE IV

LABOUR LAWS

The Service Provider shall at all times during the subsistence of this agreement shall comply with all existing acts, rules, regulations and bye laws including any statutory amendments and re-enactment of the State and or Central Government and other local authorities including but not limited to the following areas and to the extent applicable to this Contract

- Bonded Labour System (Abolition)
- Building and Other Construction Workers (Regulation of Employment and Conditions of Service)
- Contract Labour (Regulation and Abolition)
- EPF and Miscellaneous Provisions
- Employee State Insurance – as applicable
- Employers Liability
- Equal Remuneration
- Labor Laws (Exemption from Furnishing Returns and Maintaining Registers)
- Child Labor (Prohibition and Regulation)
- The Industrial Disputes
- The Minimum Wages
- The Payment of Bonus
- The Payment of Wages
- The Trade Unions
- Unorganized Worksrs Social Security
- Apprentice

The Service Provider shall be obligated to submit the proof of compliance to the enactment stated above and the requisite documentary evidences shall be provided to the Company on its request. No extra payment will be made by the Company for the purpose of Service Providers compliance to such laws.

The Company shall be indemnified in case any action is initiated by the authorities for contravention by the Service Provider and any and all expenses, penalties, charges as imposed by the concerned Authorities shall be deducted from any amounts due to the Service Provider,

SCHEDULE V

DAMAGES

The Company along with the Service Provider shall conduct a joint survey of the Site each month to assess the performance of the Service Provider. Based on the joint survey the Company shall at its sole discretion, determine the damages payable by the Service Provider on account of any act or omission of the Service Provider, its labour, its subcontractors, agents, representatives etc. in relation to the performance of the Service. The Parties hereby agree that damages payable during a month shall be limited to the amount of monthly Service Fee and shall be allocable to the relevant part of the Service in the manner stated below. It is hereby clarified that the Company shall not be obligated to pay Service Fee for such part of the Service which has not been performed in accordance with the terms hereof.

Sr. No.	Particulars	Penalty
1	**Median Maintenance :** Trimming of plants/ shrubs at median, islands rotary, interchanges, toll plaza and truck lay bye along with removal of branches/undesirable vegetation / debris / garbage including supplying & 25% spreading manure, Providing and spreading insecticides/pesticides as and when required as per site conditions and as directed by site In-charge	25%
2	**Roadside Maintenance:** General cleaning and removal of undesirable vegetation / weeds / litter / garbage along with its disposal from site as directed by 10% site In-charge with all leads and lifts complete.	10%
3	**Maintenance of Existing Plants:** A joint inspection to count the number of plants present in the median and avenue shall be carried out between the service provider and company and the same shall be handed over to the service provider for maintenance. The Service Provider will be required to maintain the number 15% of plants (median + avenue) as found out through the joint inspect ion. (This includes maintenance of new plants required for filling the median gaps)	15%
4	**Watering:** Watering of all plants/shrubs Planted for aesthetical / environmental 10% purpose to keep them all the time in healthy state.	10%
5	**Cleaning of Road Furniture (Delineators, Signboards etc.):** Cleaning of Road furniture in medians, Road side and service roads, as directed by site in charge 5% at least once in a month.	5%
6	**Cleaning of Road:** Surface cleaning of main carriage way along with paved shoulders and service roads, preferably by mechanical means along with	10%

Sr. No.	Particulars	Penalty
	disposal of debris from site as directed by site in charge with all leads and lifts complete 10% including wet cleaning of kerbs at least once in two months.	
7	**Cleaning of Toilet Blocks:** Toilet Block shall be kept in clean and usable condition throughout the day. The service provider shall provide at least one manpower round the clock for each of the toilet blocks the service provider shall provide all such materials/consumables which are required to keep the toilet block neat and clean. The responsibility of the material available in the toilet blocks will be of the service provider against theft and breakage	5%
8	**Cleaning of Drains:** Cleaning of roadside and median drains wherever required including disposal of sediments, excess material from site with all leads and lifts complete in all respect as directed by the site in-charge carrying out.	5%
9	**Cleaning of Toll Plaza, Booths and Administrative Building:** Cleaning of toll plaza premises, administrative building premises, toll booth and toll lanes including wet cleaning of road furniture in toll plaza.	5%
10	**Cleaning of Waterway of Structures:** Desilting, cleaning of culverts(box, Slab & Pipe), Under pass, bridges, flyovers, ROBs Etc. including disposal of excess material from site with all leads and lift complete in all respects as directed by site in-charge.	5%
11	**Safety during Service:** The work zone shall be barricaded as per prevailing IRC 11 Codes and Standards. Minimum quantities of safety material required shall be as mentioned in Schedule-VIII	5%

SCHEDULE VI

CHECK LIST DOCUMENTS TO BE SUBMITTED BY SERVICE PROVIDER

Sr. No.	Document	Submission Time
1	Performance Bank Guarantee	With First Bill
2	Copy of Valid Labour License, PSARA License (for Security Service) & it's Renewal, TIN, PAN,GST and MSME Registration copies	With First Bill
3	Copy of E.S.I.C registration certificate *I* W.C. Policy (Workmen Compensation Insurance Policy)	With First Bill
4	Copy of EPF registration certificate	With First Bill
5	RTGS/Bank Account details of the service provider	With First Bill
6	Shift-wise attendance sheet duly verified by Company's representative.	With Monthly Bill
7	Copy of Indemnity bond on Letter head (as per the format to be provided by the Company)	With Monthly Bill
8	Copy of Wage Register for Supply of Manpower duly signed & Approved by Company's representative.	With Monthly Bill
9	Copy of PF, ESI *I* WCP and Service tax challan's	With Monthly Bill
10	Compliance Declaration form & Reconciliation Statement of Wages, PF & ESIC and other statutory compliances (as per the format to be provided by Company)	With Monthly Bill
11	Indemnity Bond and No dues certificate on Stamp paper	With Final Bill
12	Reconciliation statement on material consumption (if Company has provided any material)	With Final Bill
13	Employee Bank Transfer Receipt for wages disbursed along with the Bank Statement. ➢ Bank Transfer through Bulk NEFT - Copy of the request letter duly acknowledged by Bank officer with Seal. Marking the wage sheet serial Number against each transaction in Bank statement. ➢ Bank Transfer through Individual NEFT - Copy of the request letter / Cheque issued duly acknowledged by Bank Officer with Seal. Marking the wage sheet Serial Number against each NEFT made in the Bank Statement	With Monthly Bill
14	Copy of Grievance Register for the Month duly signed by Service Provider's and Company's Representative	With Monthly Bill
15	Declaration Letter for closer of previous month notified Non-Compliances (if any) with supporting document/details. Duly acknowledge & confirmed by the Company's Representative.	With Monthly Bill

Sr. No.	Document	Submission Time
16	All the compliance document as instructed by the Company	With Monthly Bill

SCHEDULE VII

DECLARATION BY SERVICE PROVIDER ON SALARY PAYMENTS AND COMPLIANCE WITH LABOUR LAWS

I certify that the supporting documents, including those being submitted with this invoice are true and valid proofs of intended regulatory compliance. I further certify that these include compliance with the following:

a. Prescribed Central Minimum Wage
b. Equal Remuneration (specifically for women workers/employees)
c. Regular and timely wage payment (by 10th of each month); made directly in to respective bank accounts
d. Payment for overtime as per prescribed/agreed rate (if applicable)
e. Timely deposit of statutory payment deductions (EPF, ESIC etc.) in respective accounts
f. Other applicable labour compliances
g. Environment compliances both in terms of valid licenses and permits, and during execution of work

Certified by (on behalf of Service Provider) **Verified by (on behalf of the Company)**

This is to declare that if salary to all employees is not paid by 10th, their PF & ESI Contribution not by 15th of every month and previous month Non-compliance not closed / complied, the Company will be authorized to penalize the Service Provider as per its discretion.

Name:	Name:
Designation:	Designation:
Date:	Date:

Reconciliation Statement for the month _____

A Wages

Wages payable as per Wage Register	₹
Less: Paid thru Bank Transfer (Marked in attached Bank Statement)	₹
Remittance -1 Dated	₹
Remittance-2 Dated	₹
Difference, if any	₹

B PF Contribution

Employee Contribution payable as per Wage Register	₹
Less : Paid as per TRRN/ECR on (for Employee marked / highlighted in the ECR)	₹
Difference, if any	₹

C ESI Contribution

Employee Contribution payable as per Wage Register	₹
Less : Paid as per Challan I Crystal Revie" Repot on_____ (for Employee marked / highlighted in the CRR)	₹
Difference, if any	₹

Certified by **(on behalf of Service Provider)**	**Verified by** **(on behalf of the Company)**
Name	Name
Designation	Designation
Date	Date

Statutory Bonus

One-Time statutory Bonus for every Financial Year as per Payment of Bonus Act, when paid by the Service Provider as per pre-approved details to its employees staffed at and same amount will be reimbursed on submission of proof.

SCHEDULE-VIII

SAFETY REQUIREMENTS

Work Zone along Earthen Shoulder

Assumptions:

1. 200m work zone along the Earthen Shoulder where workers are likely to come in the paved shoulder area
1. Approach Taper l :20, Exit Taper 1: 10
2. Spacing of Cones in approach Transition Zone - 1.5m
3. longitudinal Spacing of Cones in Work Zone - 9m
4. Lateral Buffer from the edge of Paved Shoulder towards carriageway - l.2m wide (such that all the safety arrangements do not spill onto main carriageway.
5. Longitudinal distance between Sign Boards - 100m
6. 20m Longitudinal Approach Buffer Zone (Cones with 6m spacing) before the start of Work Zone

SI.	Item	Quantity	No. Reference from Code	Remarks
Signboards				
1	Men at Work	1	IRC:SP:55-2014 Fig. WZ.NW24	
2	Lane reduction with keep left	1	IRC:SP:55-2014 Fig. WZ.NW13 & IRC:67-2012 Fig.14.48	
Barricading Equipment				
3	Cones	46	IRC:SP:SS-2014 Fig. 5.10	
Others				
4	Flashing Lamp	1		

Median Work Zone only in one direction (Plantation/Cleaning)

Assumptions:

1. 200m work zone along Median
2. Approach Taper l :20, Exit Taper I :10
3. Longitudinal Spacing of Cones in approach Transition Zone - I .5m
4. Longitudinal Spacing of Cones in Work Zone - 9m
5. Longitudinal Spacing of Cones in other direction - 15m
6. Lateral buffer from the edge of median - l m wide
7. Longitudinal Distance between Sign Boards - 100m
8. 20m Longitudinal Approach Buffer Zone (Cones with 6m spacing) before the start of Work Zone

SI.	Item	Quantit	Reference from Code	Remarks
Sign Boards				
l	Men at Work	2	IRC: P:SS-2014 Fig. WZ.NW24	

2	Slow	2	IRC:SP:55-2014 Fig. WZ.WR17	
3	60kmph	1	IRC :67-20 12 Fig.14.37	
4	Lane reduction with keep left	1	IRC:SP:55-2014 Fig. WZ.NW1 4 & 1RC:67-20 12 Fig.14.48	
Barricading Equipment				
5	Cones	57	IRC:SP:55-2014 Fig. 5.10	
Others				
6	Flashing Lamp	1		

SCHEDULE-IX

GUIDANCE NOTE AND PROCEDURE FOR PESTICIDE USE

The Company uses different type of pesticides for median and avenue plantation. The Company is committed to work according to EHS Policy keeping advice on pesticide management on use of pesticides. The Company selects pesticides that are low in human toxicity, known to be effective against the target species, and have minimal effects on non-target species and the environment. Selection of pesticide should be based on whether these are packaged in safe containers, are clearly labelled for safe and proper use, and have been manufactured by an entity currently licensed by relevant regulatory agencies.

The Company should not use products that fall in list of banned pesticides in India. by State Insecticides Board & Registration (CIB & RC) as illustrated in the following Table.

SCHEDULE-X

VEGETATION MANAGEMENT

The Service Provider has responsibility of maintaining avenue and median plantation along the highway. Plantation is undertaken during each monsoon and suitable season of the year. The plantations should be made as per applicable Codal provision / Government Policies.

The species for plantation should be considered as per applicable IRC provisions which are suggested according to each region and climatic conditions. Various activities of vegetation should be monitored using different templates as illustrated in table 1, 2 and 3 for sapling plantation (as and when carried out), monthly monitoring of vegetation watering and survival monitoring for initial two years after sapling plantation. The avenue and median tree enumeration should also be undertaken half yearly as per Table 4 and 5 respectively.

Table 1- Details of saplings plantation (as and when carried out)

Sr. No.	Duration (Month/ Year)	Section of Highway Km from _____ to Km _____	Number and species type of sapling as an avenue plantation	Number and species type of sapling as an median plantation

Table-2 Monthly Monitoring of Vegetation Watering

Date and Time	Section of Highway (Km..... to Km.....) Avenue /Median	Number of Tankers Supplied	Side (LHS/RHS/BHS)	Water Tanker Capacity (Ltr.)	Verification by the Client Maintenance Engineer with Signature

*** Above table needs to be updated on daily basis for all the days of the month**

Table 3 - Initial Survival monitoring of sapling planted two years

Duration (month / year) - Quarterly	Section of Highway (Km..... to Km.....)	Number of sapling as an avenue plantation	Number of plants survived during monitoring	Reason for non survival of dead saplings
Q-1				
Q-2				
Q-3				
Q-4				

Table 4 - Avenue Plantation Enumeration (Annually)

Sl. No.	Section of Highway (Km..... to Km.....)	Number of Trees with Girth size (mm)				
		0-30	30-60	60-90	90-120	Above 120

Table 5 - Median Plantation Enumeration (Six Monthly)

Sl. No.	Section of Highway (Km..... to Km.....)	Total Nos.	Species	Reason for Non-survival (if applicable)