

SRI SOMESHWAR NATH MAHADEV TRUST
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**Sanmat Trust
Employment Manual**



Note The content of a manual does not constitute nor should it be construed as a promise of employment or as a contract between Sanmat trust Group and any of its employees.

Sanmat trust Group at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice.

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1. INTRODUCTION

This document has been developed by Human Resources Department in order to familiarize employees with Sanmat trust and provide information about working conditions, key policies, procedures, and benefits affecting employment at Sanmat trust Group.

1.1 Welcome

Welcome to the Sanmat trust Group. We are happy to have you as a new member of our family. You are now a valuable resource that we cherish to have. It is important for an organization to have clarity & transparency in all aspects of its operations. Especially, for the people related issues. This booklet clarifies the "do's" and "don'ts" that are applicable to all employees as long as they are associated with Sanmat trust group, on PAN India basis.

While these rules generally define the conditions of service, we should all rise to situations whenever warranted with all the Team Spirit and Oneness. We at Sanmat trust hope each one of us will continue to give more than his best and maintain a team - like atmosphere.

Good Luck to you in your new position & all the very best.

Vision

Our objective is to create livelihood opportunities and promoting education, build capacities of grassroots health functionaries and establish effective public health systems through research and surveillance thereby, focusing its efforts on key main areas of intervention including healthcare delivery and coordination and cooperation to promote sustainable forest management

Mission

To become guide star India & google registered charity organization and sustainable development partners to United Nations. Our approach is aimed towards working along with the rural community. Self help group, Panchyat raj institutions other project implementing agencies in strengthening forestry based livelihoods, skill development trainings, sanitation, education & health.

1.2 History

- Sanmat trust is a young but rapidly growing organization.
- The foundation of Sanmat trust was laid by our respected Chairman & CEO Mr. Amit Kumar Choubey. With MA in Governance & Development from united kingdom, A B Tech from electronics & communication engineering, Dr.MGR educational & research center & having certificate course in security of human rights defenders & organizations, protection international, Belgium having experience in project implementation, research, training and documentation, A Development Practitioner, with good understanding of issues pertaining to development especially Youth, Human Rights, Livelihoods, Education and Gender. His ideas were given shape by a team of young entrepreneurs who were enthusiastic to offer their services to cater for the upliftment of rural poors by the medium of skill based trainings also.

- The organization commenced its activity in 2007 at Chennai.
- Our team has immense experience of working with Government Departments and International NGOs. We have implemented dozens of programs in the field of social development like Right To education, Skill Training, Implementing policies like postmatric scholarship, Social Forestry under MGNREGA, Community Radio station, Hospital management, Mobile Medical Unit, vaccination drives, awareness building etc..

Our Major Achievements

- 31000 students of economically weaker section admitted to various public schools under RTE-12(1) c in Bihar.
- Skilled 27000 unemployed youth in the last 5 years.
- Planted 1 million tree sapling in India.
- Serving nearly 16000 people per month through our charitable hospitals.
- Generated Self employment to 4500 women.
- Started ITI in Manoharpur district Chaibasa, Jharkhand.
- Successful cataract surgery to 12000 seniors.
- More than 1000 Students supported for overseas education

1.3 Company Profile

Sanmat is a vision of young enthusiastic engineers passionate about building just and participative society. Having been educated in the premier institutes of the Country and employed by fortune companies they realized that even though the Country was progressing the benefits were not percolating to the deserving section of the society.

Sanmat, their brainchild, thus came in to existence in 2007 under registration no 2487/07. With Govt. of Tamilnadu in Chennai. The devastating Tsunami in Southern India and the ravages caused by the same led them to introspect and actively contribute towards working towards changing lives of underprivileged communities in Bihar/Jharkhand with a special focus on capacity building, Trainings to youths, students and down rotten people. With a strong notion to make people believe in them, and wrest the initiative of social change in their own hands, within their own milieu rather than abdicate it to a state. We also work for Economic Development of Hearing Impaired, Child protection Women Empowerment, Terminal Illness, Poverty Alleviation and rural livelihood creation. One of the main focus area is to empower the youth by imparting technical skill, socio-entrepreneurship, awareness generation, generating livelihood, modular employment scheme.

- Sanmat trust Group has been recognized for maintaining international standards.
- Sanmat trust Group has a high-grade professional team specializing in the field of health Care, education, tourism & environment etc.
- Sanmat trust Group prides itself on being able to provide prompt service at all its formats monitoring by them on a regular basis, ensuring satisfaction and maximum efficiency.

- Sanmat trust Group has successfully managed to get prestigious projects on its list because of its firm and commitment to Total Quality Management of the world over.
- Sanmat trust Group team is always on the forefront with fresh ideas and a command of technology that brings them to life. Bringing together the best talent and constant upgrading through training and learning is our motto.

- Our Projects:
 - Community Radio Stations
 - Climate change & Livelihood: Go green initiatives
 - Mobile Schools
 - Daily youth support Programme
 - Beneficiaries identifications for SCP
 - Tourism
 - Social Entrepreneurs
 - Skill development programme
 - Skill training center in Bihar
 - Urban Reforms
 - City Livelihood Programme
 - Change Agent
 - Urban Plantation
 - Educate economically weaker section kids
 - Health Care/Sanmat Kalyan hospital
 - ITI institute for upliftment of rural poor.

2. EMPLOYEE DEFINITION AND STATUS

An "employee" of Sanmat trust Group is a person who regularly works for Sanmat trust Group on a wage or salary basis.

Employment Classification

Employees of Sanmat trust Group are classified into the mentioned below categories

- Permanent
- Probationer
- Temporary
- Casual
- Trainee
- Contractual Employment

2. a PERMANENT EMPLOYEE

Permanent Employees are those who have been confirmed in the muster roll of the company after serving a period of probation successfully.

2. b PROBATIONER EMPLOYEE

Probationer is an employee recruited fresh in the company serving the prescribed period of probation and has not been confirmed.

Probationary Period for New Employees - Sanmat trust Group monitors and evaluates every new employee's performance for three months to determine whether further employment in a specific position or with Sanmat trust Group is appropriate.

2. c TEMPORARY EMPLOYEE

Temporary Employee is one who has been recruited for a specific period and whose service gets automatically terminated at the end of the period unless extended.

2. d CASUAL EMPLOYEE

Casual Employee is one who is paid at a daily rate and continues on a day- to-day basis.

2. e TRAINEE EMPLOYEE

Trainee is a person who is undergoing training but is not on the rolls of the company. A trainee may be with or without stipend.

2. f Contractual Employment

A contractual employment is a form of employment that requires an employee to sign and agree to terms of contract before one starts working. Such employment is time bound & expires automatically unless the same is renewed.

3. EMPLOYMENT POLICIES

3.1 Equal Employment Opportunity

Sanmat trust Group is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

3.2 Affirmative Action/Diversity

Sanmat trust Group is committed to affirmative actions that will build on the strengths of our current workforce and continually enhance the diversity of our organization.

3.3 Employee Background Check

Prior to making an offer of employment, Sanmat trust Group conducts a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and credit check.

3.4 New Employee Orientation

The formal welcoming process, or "employee orientation," is conducted by a Human Resources representative, and includes an overview of the company.

3.5 Personnel Records and Administration

The task of handling personnel records and related administration functions at Sanmat trust Group has been assigned to the Human Resources Department. Personnel files will be kept confidential at all times and include some or all of the following documents:

- Educational Certificates
- Previous Employment Records
- Residence Proof
- Valid Identity Proof
- Recent Photograph

3.6 Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, etc. needs to be reported in writing without delay to the Human Resources Department.

3.7 Work Place Safety Policy

The safety and health of employees is a priority. Sanmat trust Group makes every effort to comply with all federal and state workplace safety requirements. The Company is sincerely interested in the safety and well being of our employees. The Company is committed to maintain a safe and secure workplace. In order to maintain a secure work environment, the company strictly prohibits employees and visitors from bringing any firearm on Company

property. In addition, all visitors are asked to check in with the receptionist. Failure to comply with this policy will result in disciplinary action up to and including termination.

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities.

3.8 Security and Safety Policy

The Company is sincerely interested in the safety and well being of our employees. The Company will make every effort to keep the office equipment in excellent condition and make sure that all safety devices are working properly. If, in spite of our efforts to ensure safe working conditions, an employee has an accident or becomes ill on the job, it should be reported to the manager immediately. They will see that prompt medical attention is provided. Employees are not allowed on Sanmat trust Group property after office hours without prior authorization from their supervisor.

3.9 Health-related Issues

Employees who become aware of any health-related issue should notify their supervisor of health status as soon as possible. However if the employee seems to be medically unfit during his employment he/she will automatically loose lien over the job.

3.10 Employee Requiring Medical Attention

As employees working in Sanmat trust Group are covered under Insurance Policy so they should report all work-related injuries and accidents immediately to their supervisor.

3.11 Visitors in the Workplace

For safety, insurance, and other business considerations, only authorized visitors are allowed in the workplace. When making arrangements for visitors, employees should request that visitors enter through the main reception area and sign in and sign out at the front desk.

3.12 Employment of Relatives

Sanmat trust Group is pleased to consider for employment qualified applicants who are related to employees. When Sanmat trust Group employs more than one member of a family, one family member may not supervise the other. If such a situation should arise and the employees are unable to develop a workable solution, management will decide which employee may be transferred.

4 STANDARDS OF CONDUCT

4.1 General Guidelines

All employees are urged to become familiar with Sanmat trust Group rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the company's business.

4.2 Attendance and Punctuality

Regular attendance is essential to the Company's efficient operation and is a necessary condition of employment. When employees are absent, schedules and customer commitments fall behind, and other employees must assume added workloads.

Sanmat trust Group expects employees to be ready to work at the beginning of assigned daily work hours, and to reasonably complete their projects by the end of assigned work hours.

4.3 Work Schedule

The Head office will be open six days in a week – Monday to Saturday (10:00 AM to 6:00 PM). Sunday will be treated as general holiday other than the specific rosters.

OFFICE TIMINGS:

- A) Office Timings are 10:00 hrs. To 18:00 hrs.
- B) Grace Timings is only 15 minutes.

All employees have to strictly adhere to the office timings. Exceeding grace time is not allowed. Also, the company does not practice flexible timings. If it is impossible to report for work as scheduled, employees must call their Reporting Manager/HR before their starting time. If the reporting Manager/HR is unavailable, a message should be left.

Employees may be required to work extended hours to meet the demands of their organizational exigencies for which no compensation will be given to the employee.

4.4 Late Coming

Sanmat trust Group is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the responsibility of all employees to contact all affected parties if they will be absent or late. Coming late in morning is an act of indiscipline. Late comers will attract disciplinary action.

Late Coming

- a) Employee is allowed to come late only twice a month up to 30 minutes for which a prior intimation is required.
- b) Any Employee coming late i.e. after 10:15 hrs shall be marked as late.
- c) Half Earned Leave/half day salary deduction shall be abstracted from the Leave Account/salary payable of the employees who are coming late more than three times in a month (whether informed/uninformed).
- d) Employees who have been marked 6 times late shall have to forgo 1 Earned Leave/1 Day salary from their leave account/salary payable.
- e) If there is no leave balance in the account of the individual, then salary in lieu shall be deducted with a Counseling letter.

- f) Employees are not allowed to sign the Attendance Register once it has been lifted from the Main Gate and submitted to HR Department.

4.5 Unscheduled Absence

In case an employee is found to be absent without leave, the following procedure is followed:

1. If an employee is found to be absent without any leave or information to his H.O.D. and HR for a continuous period of 3 days, a general letter enquiring about the reason of absence will be sent to him on the 4th day of his absence asking him to report on the 6th day.
2. In case, the employee has not reported on or before the 6th day, a show cause notice will be sent to him the same day asking him to report on the 8th day.
3. Again, if it is observed that the employee has not reported on the 8th day also, a final warning letter will be sent to him by the end of the day to report on the 10th day.
4. Finally, if the employee did not turned up on the 10th day also neither has informed his H.O.D. or HR regarding his absence, he stands to be terminated immediately as per the Clause of Appointment Letter. By the end of the day a termination letter will be sent to him at his residential address and his name would get deleted from the organization's records on account of Voluntary Abandonment of Services.

4.6 Meal and Break Periods

Employees are allowed a half an hour lunch break generally between the hours of 1:30 p.m. and 2:00 p.m.

4.7 Harassment Policy

Sanmat trust Group does not tolerate workplace harassment. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence.

4.8 Sexual Harassment Policy

Sanmat trust Group does not tolerate sexual harassment. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from effectively performing the duties of their position.

4.9 Violence in the Workplace

Sanmat trust Group has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect Sanmat trust Group or which occur on Sanmat trust Group or client property, will not be tolerated.

4.10 Confidential Information and Nondisclosure

By continuing employment with Sanmat trust Group, employees agree that they will not disclose or use any of Sanmat trust Group's confidential information, either during or after their employment. Sanmat trust Group sincerely hopes that its relationship with its employees will be long-term and mutually rewarding.

4.11 Ethical Standards

Sanmat trust Group insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are the two driving forces behind Sanmat trust Group's great success story. When faced with ethical issues, employees are expected to make the right professional decision consistent with Sanmat trust Group's principles and standards.

4.12 Dress Code

Employees of Sanmat trust Group are expected to present a clean and professional appearance while conducting business, in or outside of the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects Sanmat trust Group's reputation or image is not acceptable. Monday to Friday will be formal dress however Saturday & Sunday can be treated as Informal wear day. Please note Jeans, T-shirt & sports shoes are not allowed on weekdays. Female employees can wear Samiz Salwar, Formal Shirt & Trouser on weekdays whereas male can wear Formal Shirt & trouser with shoes (no sport shoes). Similarly female employees can wear shoe & sandil (no sport shoes).

4.13 Use of Equipment

Sanmat trust Group will provide employees with the equipment needed to do their job. None of this equipment should be used for personal use, nor removed from the physical confines of Sanmat trust Group —unless it is approved for a job that specifically requires use of company equipment outside the physical facility.

4.14 Use of Computer, Phone, and Mail

Sanmat trust Group property, including computers, phones, electronic mail, and voice mail, should be used only for conducting company business. Incidental and occasional personal use of company computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated not differently from other business-related information and messages.

4.15 Use of Internet

Employees are responsible for using the Internet in a manner that is ethical and lawful. Use of the Internet must solely be for business purposes and must not interfere with employee productivity.

4.16 Use of Computer Software

Sanmat trust Group does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies.

4.17 Smoking Policy

No smoking of any kind is permitted inside any Sanmat trust Group office. Smoking may take place only in designated smoking areas outside Sanmat trust Group facilities.

4.18 Alcohol and Substance Abuse

It is the policy of Sanmat trust Group that the workplace be free of illicit drugs and alcoholic beverages, and free of their use. In addition to damage to respiratory and immune systems, malnutrition, seizures, loss of brain function, liver damage, and kidney damage, the abuse of drugs and alcohol has been proven to impair the coordination, reaction time, emotional stability, and judgment of the user. This could have tragic consequences where demanding or stressful work situations call for quick and sound decisions to be made.

4.19 Gifts from Clients/Vendores

Advance approval from management is required before an employee may accept or solicit a gift of any kind from client/Vendors. Employees are not permitted to give unauthorized gifts to clients. However taking any such bribe/commission from the vendors or the service providers is strictly prohibited.

4.20 Solicitations and Distributions

Solicitation for any cause during working time and in working areas is not permitted. Employees are not permitted to distribute non company literature in work areas at any time during working time.

4.21 Complaint Procedure

Employees who have a job-related issue, question, or complaint should first discuss it with their immediate supervisor. If the issue cannot be resolved at this level, Sanmat trust Group encourages employees to contact the Human Resources Department. Employees who observe, learn of, or, in good faith, suspect a violation of the Standards of Conduct of Sanmat trust Group should immediately report the violation to HR Department.

4.22 Corrective Procedure

Unacceptable behavior that does not lead to immediate dismissal may be dealt with in any of the following manners: (a) Oral Reminder, (b) Written Warning, (c) Counseling Session, (d) Warning (e) Termination.

4.23 Crisis Suspension

An employee who commits any serious violation of Sanmat trust Group policies at minimum will be suspended without pay pending investigation of the situation. Following the investigation, the employee may be terminated without any previous disciplinary action having been taken.

4.24 Transfer Policy

Sanmat trust Group recognizes that a desire for career growth and other needs may lead an employee to request a transfer to another position. An employee with proper qualifications will be eligible for consideration for transfer to another department provided that the transfer does not occur within one year of the employee's date of hire or within one year of any previous transfer.

4.25 Outside Employment

Employees may not take an outside job, either for honorary, pay or as a donation of their personal time, with a customer or competitor of Sanmat trust Group; nor do may employees work on their own if it competes or interferes in any way with the organization or services that Sanmat trust Group provides to its clients.

4.26 Employment Termination/Resignation

After the application of disciplinary steps, if it is determined by management that an employee's performance does not improve, or if the employee is again in violation of Sanmat trust Group practices, rules, or standards of conduct, following a Decision-Making Leave, employment with Sanmat trust Group will be terminated.

4.27 Exit Interview

In a voluntary separation situation, Sanmat trust Group management would like to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about Sanmat trust Group.

4.28 Rehire / Rejoining

Employees who leave Sanmat trust Group in good standing and later wish to return are eligible for consideration for rehire provided an appropriate position is available. Employee increment and other benefits would consider from the new date of joining.

4.29 Return of Company Property

Any Sanmat trust Group property issued to employees, such as computer equipment, keys, parking passes or company credit card, must be returned to Sanmat trust Group at the time of termination or resignation. Employees will be responsible for any lost or damaged items.

5 COMPENSATION POLICIES

5.1 Base Compensation

It is Sanmat trust group's desire to pay all employees wages or salaries that are competitive with other employers in the marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual, and company performance, and in compliance with all applicable laws.

5.2 Performance Incentive

Performance Incentive may be given to Sanmat trust Group employees at the discretion of management. There are two factors that typically determine incentive availability and amounts: (a) Company Performance—Profits, (b) Personal Performance.

5.3 Emergency Duty Pay

Emergency duty compensation is paid to non-exempt employees in accordance with our restrictions. All overtime work performed must receive the supervisor's prior authorization.

5.4 Payroll and Paydays

The frequency of Sanmat trust Group payroll distribution is dependent upon an employee's employment status. Regular full-time salary employees are paid monthly.

5.5 Performance and Salary Reviews

Sanmat trust Group wants to help employees to succeed in their jobs and to grow. In an effort to support this growth and success, Sanmat trust Group has an annual review process for providing formal performance feedback. Feedback includes a Performance, and an Extra Mile contribution appraisal.

Salary/wage reviews typically occur in conjunction with the annual performance review process. The calculation and implementation of changes in base salary/wage depend on both company and personal performance. Minimum 10% increment is considered as bench mark.

6. EMPLOYEE BENEFITS

6.1 Training and Professional Development

A specific schedule of basic professional training & soft skill training has been established for job and employment classifications. Coaching/Mentoring System provides guidance in professional development and Sanmat trust Group encourages all interested employees to take advantage of the continuing education initiative and further job specific training.

6.2 Welfare Activities

Sanmat trust Group organizes welfare activities for its staff members. Every month we celebrate birthday of all the employees and even recognize the Best Working Guards, Housekeepers / Supervisors & Technicians and reward them with money and appreciate the good work done by them in public.

7. LEAVE POLICY

7.1 Leave Policy for the Company

1. Policy Statement & Objective:

This Policy encourages its employees to take break from work as this provides for a healthy and efficient staff. The leave policy sets out the various types of leaves that an employee is eligible for and outlines the procedure for taking leave.

2. Leave Year & Applicability:

- Leave calendar year is from 1st January – 31st December
- The different types of leaves covered under this policy are:
 - Casual Leave
 - Personal Leave
 - Sick Leave
- All leaves should be applied in "Standard Leave Form" available with the company or any other medium of online scope-Perk Payroll System.

7.2 Privileged Leave

Entitled:

- All employees are entitled to 18 days Privileged Leave in a calendar year.
 - An Employee who joins or leaves the company during the year will get Leave proportionately.
 - [1.50 PL@permonth](#)(pro rata basis)
 - PL is calculated at the rate of 1.5 for every calendar months of services completed on pro rata basis.
- a) All regular employees, who have satisfactorily completed their probation period, are entitled to privilege leave (PL). This PL is not applicable to the employees who are on Probation period.

- b) PL shall be credited to the employees leave account on prorated basis which will get accumulated month on month @1.5/per month.
- c) Upon confirmation during any part of the half year block, employee shall be granted PL proportionately for the remaining part of the block.
- d) PL can be availed for a minimum period of four days and a maximum of 7 days in a stretch.
- e) PL cannot be combined with any other type of leave. Holidays and weekly off days falling before or after the PL will not be counted as part of leave.
- f) Un-availed PL will not be carried forward for the next calendar months however 10 days PL can be encashed on the discretion of the management.

Encashment:

- o PL of previous year if not encashed can be adjusted in the current year if required but depends upon the discretion of management if exigencies are of such nature.
- o PL can be accumulated to a maximum of 10 days only.

7.3 Casual Leave

- o Casual Leave will be admissible for 12 days in a year.
 - o An employee may avail the same with permission in parts not exceeding 3 days at a time.
 - o In case of holiday like Sunday and Gazetted holiday as included in the list of holidays prescribed by the Company can be prefixed, intermixed or suffixed to the casual leave so applied.
 - o In case of the employees joining or leaving the company during a year, the leave will be on a proportionate basis, taking the calendar month as a whole.
- a) CL can be availed by employees including probationers, trainees and other full time/part time employees.
 - b) Employees are entitled to 12(Twelve) days CL for the year, Eligibility to avail CL would be on proportionate basis for completed calendar month.
 - c) New recruits who join during any part of the calendar year shall be granted casual leave proportionately for the remaining part of the year.
 - d) CL can be availed for a minimum period of half a day and a maximum of 3 days at a stretch. However under special circumstances at the discretion of the management CL beyond 3 days may also be considered.
 - e) CL cannot be combined with any other type of leave. Holidays and weekly-off days falling before and after the CL will not be counted as part of leave.

7.4 GRANT OF LEAVE

Any kind of leave can be availed only with prior permission. Grant of leave is not automatic.

All employees must apply for leave well in advance in the prescribed way and must get it approved by the competent authority.

In case leave is required for 2 days or less, 2 days prior sanction is required more than 2 days, at least a week's prior notice is required etc.

In case anyone is going on leave for 2 days i.e. Friday & Saturday, he has to report on Monday 10:00 AM, if he does not do so, 4 days of leave will be considered instead of 2 days. If he reports at 12:00 pm on Monday, 3.5 days will be considered.

If however any one had to go for leave in case of emergency or he is not well and is not able to inform in advance, he has to inform his/her H.O.D. on telephone about his non availability and has to give an application immediately after rejoining to the HR else the leave will be considered as LWP. It is mandatory to give leave in any case without reminder from HR.

If an employee is entitled for weekly off in a weekday instead of SUNDAY and the leave applied for is in continuation of weekly off, it will be prefix, interfix & suffix to the leave.

7.5 ENCASHMENT OF LEAVE

The Earned Leave at the credit of an employee can be encashed by him once in every calendar year i.e. in the month of January each year. For this purpose, an employee must intimate the HR Deptt. by the 15th January. EL will be encashed at the Basic Salary. Also, Basic salary will be at the maximum of 50% of the Gross Salary.

7.6 LEAVE WITHOUT PAY

In exceptional circumstances the management may grant leave without pay to an employee who does not have any leave to his credit. Such leave will not normally exceed 15 days. A leave without pay will be deducted at the Gross salary.

7.7 EXTRA TIME

All employees will need to work extra time to complete their work but no claim for overtime is permissible for the employees.

Extra time worked may be appropriately remunerated, in such cases where the management feels fit. Extra time is not a matter of claim.

7.8 COMPENSATORY OFF

In case an employee is working on Sundays/ Gazetted holiday if the company requires him to work, he may be granted compensatory off on any of the weekday if required.

In case any employee is voluntarily working on holiday, without company's requirement, he may not be entitled for compensatory off.

All the H.O.D's should inform the HR Department if any employee of the concerned department has worked on any SUNDAY by the 27th of every month.

7.9 Sick leave

Due to the health issue an employee can avail medical leave. As per policy there are 10 sick leaves in a year which can be availed by the employee. Employee can avail 02 day sick leave without any documentary evidence from the doctor however employee availing more than two days sick leave needs to provide the medical certificate indicating bed rest advice in the prescription. Please note Sick leave cannot be clubbed with PL or CL. This policy is applicable to all employees either new joiner or confirmed. However such leave has to be approved by his/her HOD/Reporting Manager too.

7.9 MATERNITY LEAVE

a) Female employees who have actually worked in the company for a period of at least 180 days (6 months) during the 12 month immediately preceding the date of her expected delivery is entitled to maternity leave. Such leave can be granted up to 180 days on the discretion of the management.

b) The eligible female employees shall be entitled to maternity leave as per the maternity benefit act.

7.10 Paternity Leave

The Organization grants 10 days of paternity leave to any employee who has a permanent, probationary, time limited, or trainee appointment when there is a temporary disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery.

7.10 Short leave

Any employee can avail only 2 short leaves in a month which duration is limited up to only 2 Hours. It can be availed at any part of the duty hour with prior information to the management.

OTHER CONDITIONS

- Employee or group of employees engaged on projects/important assignments should plan their leaves in such a manner and in coordination with peer employees so that work/project should not be hampered due to their absence.
- Leave cannot be claimed as a matter of right but may be sanctioned, refused, curtailed, revoked or postponed by the management according to the exigencies of work.
- An employee will not proceed on leave until his leave is sanctioned except in case of emergent situation. Any employee who proceeds on leave without sanction will be considered as un-authorized absence and will be liable for disciplinary action.
- In case of emergent situation employee must inform his/her reporting officer about his/her absence and should submit his/her leave applicant for approval at the first opportunity.
- No employee either on leave or holiday or otherwise shall leave station without prior permission of his departmental/sectional head and without giving full address on which he is likely to be available.
- Clubbing of different types of leave is not permitted.

- Sandwich rule of leave will follow against the leave granted in which any national holiday/festival holiday will be counted as a part of leave if such leave is prefixed & suffixed.

8 GENERAL DUTIES & RESPONSIBILITIES OF EMPLOYEES

- Every employee must apply himself honestly and diligently to the company's work assigned to him.
- He/She must maintain utmost integrity.
- Not to disclose any information pertaining to the company to any outsider or even to, any one not concerned with information.
- Not hide or keep away from his superiors or any one else in the company to whom, he is duty bound to convey any information in his/her possession.
- Handover on demand to the company any procedure, formulation, Method, Discovery/ Invention etc, which he/she makes while in company's service.
- He/She will not have the right to patent, sell, commercially exploit otherwise use it to his/her own benefit.
- Be available to the company all the time.
- Not to indulge in any trade, business or employment even as a part-time measure or on honorary basis.
- Maintain utmost discipline and carryout all lawful orders given by his/her superiors.
- Follow the Standard Code of Conduct sincerely.
- To maintain company's property given to his/her care and custody in proper order and proper condition. He/she will be liable for any loss or damage caused to the property. The company will have the right to recover the replacement cost from his/her in the event of loss or damage.

9 STANDARD CODE OF CONDUCT FOR ALL EMPLOYEES

- Maintain discipline and proper decorum in the office. Everyone should have clean and professional attire. Official Dress should be Formals or Semi Formals in right combination suited for the season. Casual wears are prohibited (e.g. T - Shirts/Jeans are not allowed). Ladies may wear Trousers accompanied with Jackets.
- Do come to the office in time. Punctuality is your first duty.
- Mark your attendance both while coming to the office in the morning and while leaving after duty in the evening. Missed punch will be considered half day for that particular day.

- For taking any leave, a leave application is to be filled online by the employee and to the Reporting Manager and then submitted to HR Deptt. At least three to five day in advance, failure to do so will result in the leave becoming without pay and strict action will be taken against it.
- Maintain your desk in a proper way. Before leaving the office for the day, please ensure to clear the table (Clear Desk Policy) of all loose documents and keep them safe. Also ensure that the computer and its accessories are covered properly. You are responsible for your terminal. If there is any system failure or any similar problem which you have no idea about, then DO NOT fiddles with any machine or its parts. Contact the concerned person for the same.
- Use resources given to you in an economical way. Avoid any unnecessary wastage.
- While communicating to anyone – whether internal or external, have a positive approach and be warm. Always greet your superiors/seniors when you see him on a very day.
- No negative comments about the company, whether inside or outside, should be made. Please discuss your problems with your Superiors rather than carrying the grievance within yourself or spreading ill will among others. All attempts will be made to solve the problem. If even after 10 days of bringing your problem to the notice of your Manager, you are still not satisfied you may approach the HR Department or the management directly.
- Be cordial in any telephonic conversation. Give correct information for any query asked to you especially from any internal/external person. If you are not fully aware of the enquiry made, make sure that he/she is connected to the right person.
- Confidentiality in working, for example – tender quotations, documents etc., must be maintained at all cost, during or after the tenure with the company.
- No communication must be entertained with the ex-employees.
- You are responsible for any work assigned to your department even if it has been delegated to your colleague; you are expected to manage your department's activities sincerely.

10 DISCIPLINE, MISCONDUCTS & PUNISHMENTS

- The company may list from time to time acts, which will be constructed as misconducts as also the procedures for conduct of domestic enquiries and award of punishments, subject to the laws of the land on the subject.

- Some of the acts, conduct and commission which amount to misconduct on the part of an employee.
- Any act or conduct prejudicial or likely to be prejudicial to the interests and the reputation of the company.
- Any act or conduct incompatible with the assigned duty or peaceful discharges of his/her duty of the company.
- Any act or conduct of an employee makes it unsafe for the management to retain him/her in service of the company.
- Any grossly immoral conduct that the co-employees may say that particular employee cannot be trusted.
- If act or conduct of an employee is such that the management cannot rely on the faithfulness of such a person.
- If any employee gets into temptations and does not discharge his duties properly.
- If conducts himself in an abusive manner or disturbs the peace at his work place.
- If an employee indulges in insulting or insubordination to such a degree that his conduct becomes incompatible with the continuance of relation of employer and employee.
- If an employee is habitually negligent in respect of duties for which he/she was employed.
- Any negligence of the employee though isolated, tends to cause serious consequences.
- Any act of willful insubordination or disobedience, whether alone or along with others to any order of senior or the management.
- Any act of infidelity, unfaithfulness, dishonesty, untrustworthiness, theft and fraud or dishonesty in connection with the company's business or property.
- Striking work or inciting others to strike work to be taken as serious misconduct.
- Any act of employee, which may be subversive of discipline i.e. disorderly behavior, moral misconduct during working hours.

- Habitual late attendance.
- Habitual absence without permission and over staying leave.
- If gets involved in criminal case & FIR has been lodged or convicted by court of law.
- Indulges in borrowing/ lending or gets into indebtedness or borrowing money from subordinates will be serious offence.

11 EMPLOYEE COMMUNICATIONS

11.1 Open Communication

Sanmat trust Group encourages employees to discuss any issues they may have with a co-worker directly with that person. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. If the concern, problem, or issue is not properly addressed, employees should contact the Human Resources Department. Any information discussed in an Open Communication meeting is considered confidential, to the extent possible while still allowing management to respond to the problem. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

11.2 HOD Meetings

In order to keep the communication channels open, Sanmat trust Group implements a once-a-month HOD meeting.

11.3 Suggestions

Sanmat trust Group encourages all employees to bring forward their suggestions and good ideas about making Sanmat trust Group a better place to work and enhancing service to Sanmat trust Group customers. Any employee who sees an opportunity for improvement is encouraged to talk it over with management. Management can help bring ideas to the attention of the people in the organization that will be responsible for possibly implementing them. All suggestions are valued.

11.3 Closing Statement

Successful working conditions and relationships depend upon successful communication. It is important that employees stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at Sanmat trust Group.

12. PROCUREMENT POLICY

Procurement is always considered as an important part of any organizations back support, its major job key roles defines,

1. Benefiting the organization with formation of strategies in how to purchase things staying within the concept of minimum utilization of resources (Funds).
2. Creating a source of vendors for implementation of the best possible way in the work can be done at the operational location itself
3. Maintain a separate database of vendors for all the locations and coordinating from them time to time.
4. Creating list of all the necessary items required form any project and getting the quotations approved so that no last moment hustle turns up.
5. Design plan And implement Sourcing and purchasing strategies.
6. Negotiate over the best possible price.
7. Provide complete reports to the upper management.

Vendor finalization Process for All locations

Types Of vendors



Service Providers

These vendors will look down after monthly service activities if required and would consist of electrician, Plumber,

Local Vendors

These group will consist of vendors with day to day activities, and would contain Grocery vendor, vegetable vendor, IT service providers and other suppliers for stationary goods and

Other priority vendors

This group will contain vendors who would supply regular medicines, consumable items and other hospital related items such as patient clothes and

Looking for potential vendor/suppliers for all operational locations who are keen to work on the terms & conditions of the organization.

1. Documents verification and previous work order supporting copies
2. Minimum 5 vendors to be finalized for each department.
3. Making them agreeing upon the organizations terms & conditions.
4. Signing of an mou between the organization mentioning all the details.

Basic Design for generation of work order.

Sharing of requirement for whatever item is needed to purchase with the procurement manager from all the locations keeping the reporting authority in loop.



After Confirmation from the senior management proceed with the vendor for asking them about quotation copies within stipulated timeline.

After receiving out the quotations, comparison of the quotes to be done on the basis of Price, payment conditions, quality of the product, delivery timings and after sales service, once the lowest one is decided proceed ahead with the purchase order copy generation and get it signed from the higher authorities and share with the vendor.

Follow up with the vendor and closing out the delivery timings on schedule and submission of bills to the accounts department after verification and compilation of delivery chalans and timely closure of payments to the vendor.

Segments On which Vendors are required:-

1. Furniture supplier for college, training centers and hospitals
2. Stationery Supplier for all locations
3. Lab equipment supplier for all locations
4. IT Vendor for all locations
5. Potential medicine suppliers for both hospital locations
6. Renew of the AMC process for all the electronic equipments

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. **INTRODUCTION**

- 1.1. The terms and conditions of purchase and sale set out herein ("**Terms and Conditions**") shall apply to all contracts for the procurement and supply of goods ("**the Goods**") and services ("**the Services**") by the Supplier to Shri Someshwar Nath Mahadev Trust, its subsidiaries and any company in the Shri Someshwar Nath Mahadev Trust ("**the Company**"), where the contract has arisen from a purchase order ("**Purchase Order**") issued by the Company and accepted by the Supplier, including any such Purchase Order issued by the Company in response to a quotation from the Supplier.
- 1.2. This Agreement shall apply between the Supplier and the Shri Someshwar Nath Mahadev Trust subsidiary issuing the Purchase Order.
- 1.3. The Company and the Supplier shall collectively be referred to as "**the Parties**" and "**Party**" shall refer to any one of them.

2. **WHOLE AGREEMENT**

- 2.1. The agreement between the Parties comprises of (a) these Terms and Conditions and (b) the provisions of any Purchase Order and (c) the vendor application form ("**Vendor Application Form**") completed by the Supplier in connection with its supply of Goods and/or Services to the Company (collectively "**the Agreement**").
- 2.2. The Agreement is the sole record of the agreement between the Parties and may only be varied or waived in a written, signed document between the Company and the Supplier. However the Parties have concluded and signed a principal contract, the terms as contained in such contract shall take precedence over these Terms and Conditions.
- 2.3. The Supplier's standard terms and conditions and/or those contained in the Supplier's credit application, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on the Company.
- 2.4. No undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement and/or any Purchase Order shall be binding on either of the Parties.
- 2.5. The Parties agree that the Supplier is an independent contracting party and that the Agreement does not constitute a contract of agency, representation, employment or partnership with the Supplier. The Supplier shall not incur any liability whatsoever for or on behalf of the Company.

3. PURCHASE ORDERS

- 3.1. Purchase Orders will be system generated and placed by the Company electronically or by faxing or emailing a copy thereof to the Supplier, and may contain details of the goods ordered (including the specification), details of the Services to be rendered (including scope of service and service levels) and confirmation of the Price.
- 3.2. Should there appear to be any discrepancy or ambiguity in description or quantities in a Purchase Order, the Supplier shall immediately submit the matter to the Company for its decision before proceeding to execute the Purchase Order.
- 3.3. Amendment to the Purchase Order shall be subject to the Company's prior written approval and the Supplier's acceptance. No amendment to a Purchase Order will be valid unless agreed to in writing by both Parties and incorporated in a revised and duly issued Purchase Order.
- 3.4. Purchase Orders may be cancelled by the Company at any time provided that the Company shall pay the Supplier for costs reasonably incurred up to the date of cancellation. The Supplier will use all reasonable and practical endeavors to mitigate its losses in this regard.

4. PRICE AND PAYMENT

- 4.1. The price for the Goods and/or Services ("**the Price**") shall be the prices specified in the Purchase Order and shall be paid to the Supplier in the amount as indicated therein. Unless expressly stated to the contrary in the Purchase Order:
 - (a) the Price shall be inclusive of GST and shall include standard packaging, delivery and installation (where applicable);
 - (b) No additional charges of whatever nature shall be recoverable from the Company unless the Supplier has, prior to the execution of the Purchase Order, obtained the Company's agreement in writing on such additional charges.
- 4.2. Price amendment shall be subject to agreement and acceptance by the Company in writing. Should the Purchase Order be issued on a basis of "price to be advised or agreed" or "estimate price", "subject to change" or any other similar description, the Purchase Order shall stipulate the agreed terms applicable in this respect. The Company may demand, before payment is made, that the price computation be substantiated by the Supplier.
- 4.3. No invoice shall be binding on the Company unless supported by a valid Purchase Order issued by the Company.
- 4.4. All invoices and challan should contain supplier's GSTIN No. and purchase order reference number.
- 4.5. Payment shall be made by EFT into the account nominated in writing by the Supplier in accordance with the payment terms stated in the Vendor Application Form.

5. OWNERSHIP AND RISK IN AND TO THE GOODS

- 5.1. Where the Goods will be **delivered** by the Supplier:
- (a) Ownership of and risk in and to the Goods shall pass to the Company upon the physical delivery or the installation thereof, as the case may be, at the Company's premises as set out in the Purchase Order .A Purchase Order shall not be considered fulfilled until the certificates of conformance/analysis and technical data sheets have been satisfactorily supplied with each delivery.
 - (b) In addition, for the passing of risk to take place, the following shall be required:
 - i. in respect of the delivery of the Goods, the signature of an unendorsed delivery note by the Company ;and
 - ii. in the case of the installation of the Goods, a written certification by the Company of the completion of the installation.
- 5.2. Where the Goods will be **collected** by the Company:
- (a) Ownership of and risk in and to the Goods shall pass to the Company upon the physical collection thereof by the Company.
- 5.3. The Company shall have the right to inspect the Goods and to measure progress on the execution of the Services at all reasonable times and to reject Goods and/or Services that do not comply with the terms of the Agreement. Any inspection, checking or approval by the Company shall not relieve the Supplier from any obligation under the Agreement.

6. WARRANTIES BY SUPPLIER

- 6.1. The Supplier warrants that (a) the Services will be rendered in an efficient, workman like, prompt, professional, hygiene In can safe manner, in accordance with good industry practice and (b) The Supplier shall exercise that degree of skill, care and diligence which could reasonably and ordinarily be expected from a skilled and experienced per at or complying with all applicable laws, engaged in the same or a similar type of undertaking.
- 6.2. The Supplier warrants that its premises, its production and packaging systems, processes, machinery, facilities, Goods, Services, ingredients and materials comply with all relevant laws and industry standards, special dietary certification (where applicable), including, without limitation, all laws relating to foodstuffs, food safety, consumer protection, occupation health and safety, and environmental laws.
- 6.3. The Supplier warrants that Goods shall (unless otherwise stated in the Purchase Order)be new, merchantable, of agreed quality and description, in working order, fit for the intended purpose and free from contaminants, defects in materials, workmanship and design and shall be usable and durable for a reasonable period of time.
- 6.4. The Supplier warrants that the Goods are not subject to any lien, hypothec, pledge, mortgage, notaries bond, judicial attachment or other encumbrance and that the Supplier is entitled to transfer ownership thereof to the Company.
- 6.5. The Supplier warrants that there are no circumstances, facts or reasons which are known, or ought to be known by the Supplier, which should have been disclosed to the Company and which would have influenced the Supplier's decision in appointing the Supplier to supply the Goods and/or Services.

7. SUPPLIER'S GENERAL OBLIGATIONS

The Supplier shall:

- 7.1. Furnish the Company with copies of all relevant certification in respect of special dietary requirements e.g. vegetarian, Halaal, Kosher and shall comply with the requirements of the relevant authorities and bodies in respect of such certification.
- 7.2. maintain regular contact with the representatives of the Company at the sites at which it is required to provide the Services for the duration of this Agreement;
- 7.3. take all necessary steps to ensure that its staff do not engage in any demonstrations, or other disorderly or riotous conduct on or near the perimeter of the premises of the Company;
- 7.4. refrain from any conduct which may be detrimental to the image, good name and reputation of the Company;
- 7.5. supply the Company with any information or documentation relating to the Goods and/or the Services which it requires within a reasonable time, including any reports which may be requested from time to time in the manner, format and frequency required; and
- 7.6. Submit to the Company annually a certificate and, where applicable, a detailed scorecard produced by an accredited BEE rating agency no later than one month prior to the expiry of such certificate.
- 7.7. Comply with all applicable laws including relevant statutes, ordinances, by-laws and regulations having any bearing on the Agreement and will obtain all necessary licenses, permits and approvals that it requires to perform its obligations and shall ensure that its employees do the same;
- 7.8. Take all reasonable steps to ensure that Goods and /or Services are delivered timorously without any undue delay acknowledging that time is of the essence in the performance of its obligations under this Agreement.

8. HEALTH AND SAFETY

- 8.1. The Supplier shall access the premises of the Company only in accordance with the Company's established access control procedures.
- 8.2. All work per formed by the Supplier in terms of this Agreement shall be conducted in a safe and responsible manner and, where applicable, in accordance with applicable laws and the site rules implemented by the Company to ensure the safe and orderly conduct of business on its premises (the "**Site Rules**"). The Supplier shall ensure that its employees are fully conversant with and comply with the Site Rules prior to coming onto any of the Company's premises;
- 8.3. The Supplier shall co-operate with the Company, and any safety officer, and/or any other person in charge of the relevant premises and the Supplier shall implement any instructions and directives issued by such person.
- 8.4. The Company shall be entitled to conduct periodic audits at its discretion, to ensure compliance by the Supplier with the provisions of this clause and the Site Rules, and the Supplier shall co- operate with such audit.

9. INDEMNITY

The Supplier indemnifies and absolves the Company from any claims, damages, losses and any other liability (whether jointly or individually) arising from any cause whatsoever or based on any ground of liability (including liability without fault) to the extent that such liability is attributable, whether wholly or in part, to any defect or deficiency in any of the Goods/Services supplied by the Supplier or is due to the Supplier's failure to comply strictly with the provisions of this Agreement and/or applicable laws. This indemnity shall specifically apply in respect of any claims arising from unsafe, defective, contaminated, hazardous or deficient Goods/Services brought against the Company in terms of the Consumer Protection Act 68 of 2008.

10. ETHICAL BUSINESS PRACTICES

- 10.1. The Company is committed to conduct in its business ethically and to achieving and maintaining

the highest standards of corporate governance. The Company requires all of its business partners, suppliers, vendors, contractors and service providers, who play an important and valued role in its continuing business success, to behave ethically and to avoid engaging in corrupt business activities. The Company's requirements are set out in its "Supplier Code of Conduct" which is available on request.

10.2. The Supplier undertakes to comply with the Company's "Supplier Code of Conduct", all applicable laws and specifically all applicable anti-bribery and corruption laws.

10.3. The Supplier shall not give or offer to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or any other thing of value for obtaining favorable treatment or taking any action for the purpose of influencing any actor or decision of such official or of the government to obtain or retain business, or to direct business to any person.

11. GIFTS AND ENTERTAINMENT

Save for gifts of minimal value, the Company discourages the exchange of gifts between the Parties. The prior written approval of the Company is required for the exchange of significant gifts between the Company, its employees, representatives or agents and the Supplier.

12. PRIVACY AND DATA PROTECTION

12.1. The Supplier shall at all times during the performance of its obligations in terms of these this Agreement ensure that (a) no data collected from any person during the supply of the Goods/Service is sold, disclosed, commercially exploited, or used in any way other than as expressly authorized by the Company and (b) ensure that it processes data for only the express purpose for which it was obtained.

12.2. The Supplier consents to the collection, processing and further processing of its personal information (including personal information contained in electronic communications) by the Company for the purposes of implementing this Agreement and facilitating the supply of Goods and/or Services.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Supplier warrants that its supply of Goods and/or Services to the Company does not infringe any intellectual property rights and hereby indemnifies and holds harmless the Company against any loss, damages or expense sustained by the Company as a consequence of any breach of this warranty.

13.2. Any and all intellectual property owned, developed or acquired by a Party prior to this Agreement coming into effect shall remain the sole and exclusive property of the Party who is the lawful proprietor thereof and any and all rights of the Parties in terms of this Agreement shall be subject to the other Party's intellectual property rights.

13.3. Any intellectual property made, created or discovered by the Supplier in the course and scope of this Agreement in connection with or relating to the business of the Company, shall be disclosed to the Company and shall belong to and be the absolute property of the Company.

14. CONFIDENTIALITY

The Supplier agrees to treat as strictly confidential the operations, business and affairs of the Company and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of the Company, save as is required by law.

15. AUDIT

The Supplier's production processes will be operated within a structured and documented quality management system, which will be continuously updated, kept current applied,. The Company may inspect and audit the facilities and premises of the Supplier for any purposes associated with the manufacture, distribution and/or supply of the Goods and/or Services at any time during normal business hours on reasonable notice to the Supplier to measure its implementation of the quality management system, compliance with applicable laws and/or the Agreement.

16. BREACH

16.1. In the event of either Party breaching any of its obligations under the Agreement, and such Party failing to remedy such breach within a period of fourteen (14) days of receipt of written

notice from the aggrieved Party calling upon it to do so, the aggrieved Party shall be entitled without further notice to (a) cancel the Agreement and/or cancel the Purchase Order and (b) claim specific performance, in either event without prejudice to the aggrieved Party's rights to claim damages or to enforce any other remedy to which it may be entitled whether in terms of the Agreement or in law.

- 16.2. In addition the Company shall be entitled to cancel the Agreement and/ or any Purchase Order forthwith if:
- (a) the Supplier is either provisionally or finally wound-up/sequestered or seeks to make a compromise with its creditors; or
 - (b) the Supplier applies for deregistration or is deregistered in terms of sections 81 to 83 of the Companies Act, No. 71 of 2008 or section 26 of the Close Corporations Act 69 of 1984;or
 - (c) any business rescue proceedings are commenced in respect of the Supplier in terms of Chapter 6 of the Companies Act No. 71 of 2008;or
 - (d) the Supplier is provisionally or finally liquidated, is placed under judicial management or becomes financially distressed; or
 - (e) the Supplier commits a breach of the Agreement which cannot be rectified; or
 - (f) the Supplier is guilty of any act of fraud, bribery, corruption, intentional misrepresentation or contravention of the Company's "Supplier Code of Conduct";or
 - (g) during the course of supplying the Goods and/or the Services, the Supplier contravenes the provisions of any applicable law.
- 16.3. In the event of any legal proceedings against the Supplier, the Company shall be entitled to recover its legal costs on an attorney-and-client scale.

17. FORCE MAJEURE

- 17.1. "Force Majeure Event" means an event that prevents or delays a Party from being able to perform an obligation other than the payment of money under this Agreement, where such event would constitute force majeure, such as wars, insurrections, strikes, acts of God, governmental actions or controls, water restrictions or other causes beyond the control of a Party;
- 17.2. Company reserves the right to impose penalty for Force Majeure as per mentioned in purchase order.
- 17.3. Should any Party be prevented by reason of Force Majeure from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations in terms hereof provided that:
- (a) the Party hereto subject to Force Majeure shall give prompt notice to the other Party hereto of the nature and estimated duration of the Force Majeure concerned;
 - (b) the Parties hereto shall co-operate and collaborate together and use all reasonable efforts to overcome the Force Majeure concerned and/or nullify its effect; and
 - (c) any suspension of performance within the provisions of the above shall be limited to the period during which such inability shall exist and the period of this Agreement shall be interrupted by the period of such suspension.
- 17.4. If the aforementioned inability substantially or permanently prevents the continued performance by either Party of its obligations in terms of this Agreement for a period exceeding fourteen (14) consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate this Agreement in respect of any of its obligations still to be performed here under.

18. CESSION AND SUB-CONTRACTING

- 18.1. The Supplier shall not, without the prior written consent of the Company, (a) sub-contract any of its obligations or (b) cede or assign any of its rights or obligations in terms of this Agreement (including but not limited to, the right to receive payment from the Company). Notwithstanding any such consent, the Supplier shall at all times be liable for the acts or omissions of its employees, agents, sub-contractors, cessionary, assignor or any other associated party utilized by it, as if they had been acts or omissions of the Supplier.

- 18.2. Any practice designed to interpose a third party or to introduce a third party in a transaction between the Company and the Supplier or any other form of “fronting” shall, in the absence of express consent from the Company, be deemed to be a deliberate misrepresentation on the part of the Supplier and shall constitute a material breach of the Agreement.

19. GENERAL

- 19.1. This Agreement shall be governed by the laws of the Republic of India.
- 19.2. No failure or neglect by a Party to exercise any rights hereunder or to insist upon strict compliance with or performance of another Party's obligations under the Agreement, shall constitute a waiver of the provisions of the Agreement and a Party may at any time require strict compliance with the provisions of the Agreement.
- 19.3. No indulgences or extensions of time or latitude which one of the Parties may allow to the other Party shall constitute a waiver by that Party of any of its rights, and it shall not thereby be prevented from exercising any of its rights which may have arisen in the past or may arise in the future.
- 19.4. Each of the provisions of the Agreement shall be considered as separate terms and conditions. In the event that the Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of such legislation or otherwise held to be illegal, invalid or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not apart hereof.
- 19.5. Any disputes arising out of this contract will be subject to the court of competent jurisdiction at Ranchi, Jharkhand, India.

13. Financial Policy

Bills settlement & payments:

- 1) All bills/invoices are to be submitted within 15 days of the completion of the event. Bills/invoices may be submitted through mail at bills@ssnmtrust.org. All payments, howsoever small it may be, should have a supporting document attached, without which we cannot process the payment. However, the hard copies of the same bills are to be handed over to the accounts department according to your convenience but is mandatory within one month of the activity. If the payment for the same has already been processed on the basis of the soft copy, then it must be clearly mentioned "NOT TO BE PROCESSED" in the hard copy.
- 2) Payments will be released from the accounts within 3 working days of the submission of bills/invoices.
- 3) Every Mondays, Wednesdays and Thursdays will be payment releasing days and the other days of the week will be devoted for other accounting activities.

Travel Reimbursement

All Regional Managers and State Heads are to submit the monthly travel reimbursement sheet by the 10th of the following month. The payment for the same will be released by 15th of that month.

Advance Settlement

- 1) It is expected that all advances taken for internet payment, mobilization activities, tour purpose are settled at the earliest after the completion of the activity. It is to be made clear that no further advance will be released if earlier advance remains unsettled. Please refer the new advance settlement policy for details.
- 2) The accounts department will be releasing a statement of staff advance every week starting from May'19. RM's & SH's are requested to ensure that advances of their team members are settled within the stipulated time

Mobilization Expenses

- 1) The requisition for advance for mobilization expenses is to be raised by the Center In-Charge in case of a Normal DLC, Center Head in case of a Large DLC to their respective Reporting Authority (Approving Authority) at least a week prior to the actual mobilization program date.
- 2) All mobilization advance requisitions should be supported by a detailed mobilization plan, stating the date of mobilization, place of mobilization and the expected number of target beneficiaries.
- 3) Only after getting approval from the approving authority, the amount will be released from the accounts department.
- 4) Since the amount will be released as advance, the same criteria of having no previous advance is equally applicable here.
- 5) Since the amount will be released as advance, the same criteria of having no previous advance is equally applicable here.
- 6) All mobilization advances are to be settled within next 15 days of the completion of the activity.
- 7) A detailed mobilization activity report is to be shared at the time of settlement of advance clearly stating the outcome of such activity, preferably in quantifiable terms, duly certified by the concerned RM/SH.
- 8) No local printing of whatever nature is allowed. However, under exceptional circumstances prior approval may be taken from the admin department. Without prior approval, such expenses will not be approved.

Petty Cash Utilization

- 1) Petty cash expenses include and is limited to the following nature of expenses:
 - a) Cost of center stationery.
 - b) Xerox charges.
 - c) Cost of cleaning material.
 - d) Cost of water for the center.
 - e) Replacement of bulbs and minor electrical repairing work.
 - f) Minor center repairing expenses.
 - g) Miscellaneous Expenses.
- 2) All single bills up to Rs 1000/- are to be approved by the next line supervisor but not more than once from a single tranche of Rs1500/-.
- 3) Bills above Rs 1000/- and of exceptional nature, require approval from the finance department.
- 4) A petty cash book is to be maintained at the centers with it being daily updated and countersigned by the supervisor during their time of center visit.
- 5) Bills are to be settled as soon as the entire amount is spent. Settlement cannot be done without proper supporting.
- 6) It must be ensured that all bills are duly sent to the HO for settlement of advance so that the next installment can be processed thereafter.
- 7) The center expenses are to be tabulated in an excel sheet as per the format.
- 8) Petty cash advances from 01.04.2020 will be limited to Rs1500/- and any excess expenditure over the above amount will require proper justification and approval from the supervisor, failing which, such expenditure incurred above Rs1500/- will not be passed.

Payment to Vendors

- 1) All vendors are required to provide the GST submission details, if GST has been claimed and paid by SANMAT failing which no further payment will be processed.
- 2) Final payment will be released after 7 working days from submission of bills to accounts by the admin department.
- 3) For new vendors and new landlords, submission of PAN is necessary before processing any payment.

General Notes

- 1) All bills/invoices/supporting submitted for payment must have the name of the center and name of the funder clearly written.
 - 2) A daily payment notification mail will be sent from the accounts department regarding release of payment to all the concerned person.
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- 3) As a matter of mutual convenience dedicate two personnel from each center for receiving advance, one for petty cash and the other for all other expenses. This will help in reduction of opening multiple advance ledger accounts in the system.
- 4) Salary will be credited within two to three working days from the day the HR releases it to accounts for payment.
- 5) At the time of settlement of advances, the date of advance and the amount along with the name of the person who has taken advance must be clearly stated in the settlement statement. Please mention the employee code in the settlement sheet clearly.
- 6) As a matter of convenience, employees are required to mention their employee code in all financial correspondences.

For the smooth functioning of the organization it is very much necessary that the Finance and Operation work in close coordination. In order to streamline the process it may be made mandatory that a quarterly meeting may be arranged with the Finance and field across all geographies. However, the RM & SH must maintain regular interaction with the Finance department.

12 ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Sanmat trust Group Employment Policies, and I do commit to read and follow these policies.

I am aware that if, at any time, I have questions regarding Sanmat trust Group company policies I should direct them to my manager or the Human Resources Department.

I know that Sanmat trust Group company policies and other related documents do not form a contract of employment and are not a guarantee by Sanmat trust Group of the conditions and benefits that are described within them. Nevertheless, the provisions of such Sanmat trust Group company policies are incorporated into the acknowledgment, and I agree that I shall abide by its provisions.

I also am aware that Sanmat trust Group, at any time, may on reasonable notice, change, add to, or delete from the provisions of the company policies.

 Employee's Printed Name

Position

 Employee's Signature

Date

Salary of CEO/Trustee/Board members, fund management and financial operations.

- (1) Money and property must only be used for the charity's purposes and no trustee or group of trustees are allowed to sell it to any person or entity.
- (2) Trustees must keep track of accounts. The most recent annual accounts can be seen by anybody on request.
- (3) Trustees cannot receive any money or property from the charity, except to refund reasonable out of pocket expenses, unless permitted by law and supported by bills.
- (4) All funding must be held in the charity's bank account. All cheques must be signed by 2 trustees.
- (5) Trustees involved in operations of any program of trust may get salary based upon their qualifications and experience, which will be decided by Board of the trust in AGM/Quarterly/Monthly meeting. Trustees wont be allowed to participate in this meeting.
- (6) Salary of CEO & increment will be decided by Board members (Including all trustees) every year in AGM.
- (7) 50% of trustee can only work for said trust.
- (8) Board members will only be paid for their actual expenses related to event/meeting of trust.
- (9) Executive director will get position in board along with CEO, Founder and cofounder.