

# Purchase Order

Order Number PO/SKPL/23-24/001662

13-11-2023 17:25:14

**Shipped Location**

**Invoice Location**

**Corporate Address**

Vendor No. V000039  
 INVENTECH SOLUTIONS  
 B 502, SUN ORION, MUMBAI BANGALORE HIGHWAY  
 VADGAON BUDRUK, PUNE  
 PUNE, 411041  
 India  
 P.A.N. No. AAGFI7174R  
 State Code  
 Vendor GST No. 27AAGFI7174R1ZI  
 Vendor Inv. No.  
 Vendor Fax No.

LKN Dom Boarding Bites-2  
 Chaudhary Charan Singh International Airport  
 Amausi, Lucknow,  
 LUCKNOW, 226009  
 India  
 India  
 Contact Person  
 Contact No. 022-43224304  
 E-Mail kumar.dhulap@travelfoodservices.com  
 ETA:  
 Order Address

LKN Dom Boarding Bites-2  
 Chaudhary Charan Singh International Airport  
 Amausi, Lucknow,  
 226009  
 India  
 IN  
 022-43224304  
 kumar.dhulap@travelfoodservices.com  
 Payment Terms  
 GSTIN 09ABICS8699F1ZH  
 No.

SEMOLINA KITCHENS PVT LTD  
 1ST FLOOR, Block A, Shiv Sagar Estate,  
 Dr Annie Besant Road,Worli, Mumbai  
 MUMBAI, 400018  
 State 27  
 State Name Maharashtra  
 Comp GST No. 27ABICS8699F1ZJ  
 Requisition No.  
 PO Entry Date 13-11-2023  
 Project ID GEN  
 PO Type Capex-NSO

HSN\SAC										Total Tax	Total Amount		
SNo	Item Code	Code	Item Description	Description 2	Item Category	UOM	Unit Cost	Qty	GST%	VAT %	Excise	Amount(ININR)	(ININR)
1	7000010	995428	CIVIL & INTERIOR WORKS	DETAILS AS PER ANNEXURE		NOS	2,03,801.00	1	18.00	0.00		0	203801.00
								Total Unit					1.00

Payment Terms: 30% Advance with PO, 50% Before dispatch of material from Vendor's facility, 20% Upon final submission of the invoice. Payment in 15 days from date of submission of Tax Invoice.

**Total Taxable INR 2,03,801.00**

Excise Amount 0.00  
 IGST Amount 36,684.18  
 Cess 0.00

- a) Products to be Supplied by Supplier at own cost
- b) Any deficiency in Documents and Process will be liability of the supplier only
- c) Delivery schedule to be taken from the Buyer before Despatching the mater
- d) PLEASE SEND THE ORIGINAL COMMERCIAL/GST INVOICE ALONG WITH THE MATERIAL TO THE DELIVERY ADDRESS.
- e) The Payment of taxes will be Released once the Taxes is Credited to our Account or the GST Portal

**Total INR Incl. Taxes 2,40,485.18**

**Disclaimer** - Unless informed to us it is assumed that you are not registered as MSME with the respective government authority. If you have not yet provided the MSME details along with proof kindly provide the same at the earliest. Alternatively once you get registered then provide us relevant proof to update our records.

# Purchase Order

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## Shipped Location

LKN Dom Boarding Bites-2  
Chaudhary Charan Singh International Airport

Amausi, Lucknow,  
LUCKNOW, 226009

India  
India  
Contact Person

Contact No. 022-43224304  
E-Mail kumar.dhulap@travelfoodser  
vices.com

ETA:

Order Address

## Invoice Location

LKN Dom Boarding Bites-2

Chaudhary Charan Singh International  
Airport  
Amausi, Lucknow,

226009  
India  
IN

022-43224304  
kumar.dhulap@travelfoodservices.com

Payment Terms

GSTIN No. 09ABICS8699F1ZH

## Corporate Address

SEMOLINA KITCHENS PVT LTD  
1ST FLOOR, Block A, Shiv Sagar Estate,  
Dr Annie Besant Road,Worli, Mumbai  
MUMBAI, 400018

State 27  
State Name Maharashtra  
Comp GST No. 27ABICS8699F1ZJ

Requisition No.

PO Entry Date 13-11-2023

Project ID GEN

PO Type Capex-NSO

Vendor No. V000039  
INVENTECH SOLUTIONS  
B 502, SUN ORION, MUMBAI BANGALORE  
HIGHWAY  
VADGAON BUDRUK, PUNE  
PUNE, 411041  
India

P.A.N. No. AAGFI7174R  
State Code

Vendor GST No. 27AAGFI7174R1ZI

Vendor Inv. No.

Vendor Fax No.

Vendor Email inventechsolutions@inventech.com

# BILL OF QUANTITIES- INTERIOR WORKS

## P-06 Boarding gate

Inventech Solutions

No.	Item	Item Description	Qty	Unit	Rate	Amount
<b>A</b>	<b>P-02 Boarding Gate</b>					
1	<b>MS frame</b>	Providing and fixing of powder coated MS frame 50mm x 50mm for structure with .powder coating	33.78	sqmt	1160	39,185
2	<b>MS skirting</b>	75 mm high skirting made out of MS sheet finished with powder coating.	18.0	rmt	1440	25,920
3	<b>Ply panelling</b>	Providing and fixing of 18 mm ply panelling finished with laminate from both sides.	10.20	sqmt	3880	39,576
4	<b>Counter</b>	Providing and fixing of counter made out of 18mm ply finished with laminate from inside and outside with drawers and storage unit.	1.0	Nos.	50200	50,200
5	<b>Flap Door</b>	Providing and fixing of 18 mm ply qith both the side 1mm laimante	1.0	nos	7840	7,840
6	<b>Electrical work</b>	5 A plug points	2.0	Nos.	1800	3,600
		15 A Plug points	1.0	Nos.	2280	2,280
		Light point with switch	4.0	Nos.	1800	7,200
		Warm white LED surface light 9 watts	4.0	Nos.	480	1,920
		LED Tube light	0.0	Nos.		0
		Connection cable with 15 amp pin top	2.0	Nos.	1440	2,880
7	<b>Signage work</b>	Main front	0.0	Nos.	14400	0
		Round Lollypop board	0.0	Nos.		0
		Clip-on board at counter 45 cm x 75 cm	4.0	Nos.	5200	20,800
8	<b>Vinyl work</b>	Application of vinyl print on front and side ply panel.	2.5	smt	960	2,400
			<b>Total</b>			<b>2,03,801</b>

## GTC – LOW VALUE DOMESTIC SUPPLY

### 1. Definitions

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

**"Basic Price"** means the amount payable by Buyer to Seller for purchase of Goods, including costs in respect of materials, consumables, tools and tackles, manufacturing, packing, forwarding, freight, loading and unloading charges, insurance charges, margin, overheads, applicable Taxes (except GST) and all other costs associated with Delivery, unless specified otherwise in STC.

**"Buyer"** means the company specified in this PO, including its legal successors and assigns.

**"Defect"** means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

**"Defect Liability Period"** means the period set out in STC, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

**"Delivery"** means the loading, delivery and ancillary services to be performed by Seller or its representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO.

**"Delivery Point"** means the location at which Goods shall be Delivered, as specified in STC.

**"Delivery Schedule"** means the schedule for Delivery as set out in STC.

**"Delivery Term"** means the delivery term, including any applicable Incoterm, for Delivery of Goods, as specified in STC.

**"Drawings"** means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.

**"Effective Date"** means the date of issuance of this PO by Buyer to Seller, unless otherwise specified in STC.

**"Force Majeure"** means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding reasonable care by the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

**"Goods"** mean the goods, including spares, accessories, tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in STC.

**"GST"** means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.

**"Incoterm"** shall mean the delivery terms as published and defined by the International Chamber of Commerce, in INCOTERMS, 2020 (ICC Publication 723).

**"Party"** means Buyer or Seller, as applicable.

**"PO"** means this purchase order issued by Buyer, together with any schedule, annexure or attachment to this PO, including Specifications and Drawings, along with amendments to any of the foregoing.

**"PO Price"** means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in STC.

**"Price Schedule"** means the schedule annexed to this PO, setting out the price payable in respect of Goods.

**"Seller"** means the successful bidder who is awarded this PO by Buyer.

**"Specifications"** mean all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in this PO or referred to in STC.

**"STC"** means special terms and conditions applicable for this PO and as set out therein.

**"Taxes"** mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.

### 2. Price, Terms and Mode of Payment

**2.1.** PO Price shall remain firm for the entire duration of this PO, including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or otherwise agreed by Buyer.

**2.2.** PO Price shall be paid by wire transfer as per the terms specified in STC and subject to deductions and/or withholdings required under applicable laws. Seller shall raise invoices for claiming payment of the PO Price, in electronic format as may be prescribed under applicable law and specified in STC. Seller shall ensure that all such invoices raised hereunder are correct and complete. Invoices issued in other manner shall be deemed to be invalid and shall not be eligible for any payments. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.

### 3. Taxes

**3.1.** Applicable Taxes on Goods shall be as specified in STC. Buyer shall pay the applicable GST to Seller at actuals, as per rates specified in the Price Schedule. Seller shall: (i) deposit applicable GST; (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with applicable laws; and (iii) submit to Buyer all relevant documentation evidencing such compliance and deposit of GST within three (3) days of filings and/or deposit. Buyer shall be entitled to withhold payments due to Seller under this PO, to the extent GST amounts are not deposited by Seller with the government authorities, along with any interest, fine and/or penalty that may be levied under applicable laws, if Seller fails to comply with this Clause 3.

**3.2.** Seller shall comply with all requirements stipulated under applicable laws in respect of deposit of Taxes. Any expenses suffered by Buyer on account of Seller's non-compliance with such applicable laws shall be to Seller's account. Any new Tax or a variation in rate of applicable GST on Goods after the Effective Date and up to scheduled Delivery shall be to Buyer's account. Any increase in rate of applicable GST or imposition of new Taxes during the period where Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.

### 4. Drawings

Unless otherwise required by Buyer, Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.

### 5. Packing, Forwarding and Transportation

**5.1.** Unless otherwise specified in STC, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit, shall be borne by Seller.

Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.

**5.2.** Seller shall be responsible for complying with Central Goods and Services Act, 2017 (“**CGST Act**”) and Central Goods and Services Tax Rules, 2017 (“**CGST Rules**”), generation of applicable e-way bill in accordance with the provisions thereof, as well any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods, and such e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller’s non-compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.

**5.3.** All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in STC, or as per industry standards. All packing cases are non-returnable, unless otherwise specified in STC.

**6. Insurance**

Unless otherwise specified in STC, Seller shall procure at its cost, all insurances required to be obtained by Seller in terms of applicable law, including transit risk insurance. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in STC. The Buyer’s lenders (where required by Buyer) shall be designated as ‘loss payees’ in insurances obtained by Seller under this PO.

**7. Inspection**

Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller’s technically qualified experts at Seller’s works to carry out inspection on Buyer’s behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.

**8. Acceptance and/or Rejection of Goods**

Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer’s determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer’s determination in writing. Buyer shall have the right to adjust the PO Price in proportion to Goods rejected. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller’s risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.

**9. Title and Risk**

Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery. For avoidance of doubt, in the case of partial or staggered Delivery, title and risk in Goods shall pass from Seller to Buyer in accordance with this Clause in respect of such Goods which have been Delivered or paid for.

**10. Defect Liability**

During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller’s cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by

providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.

**11. Fitment, Interchangeability Guarantee and Shelf-Life**

**11.1.** All Goods procured under this PO shall be fully interchangeable (dimensionally and/or functionally, as applicable) with certain other parts or components (as may be specified in this PO) and identical to such corresponding main part or component. Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.

**11.2.** Seller warrants that minimum residual shelf-life of all Goods supplied under this PO shall, at the time of Delivery, be at least seventy five percent (75%) of the shelf-life of such Goods as prescribed by Buyer.

**12. Seller’s Liability for Failure to Perform**

In case Seller fails to complete Delivery or this PO is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under applicable law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.

**13. Representations, Warranties and Covenants**

**13.1.** Seller represents, warrants and covenants with the Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications and in accordance with this PO; (iv) it has requisite skill, knowledge, expertise, experience, personnel, financial and technical capability and adequate infrastructure to successfully perform all obligations under this PO; (v) it ensures responsible business management with respect to environmental, social and governance related matters; and (vi) it is fully aware of and shall comply with all safety regulations, code of conduct (as published on the Buyer’s website) and applicable laws which must be complied with in its performance of obligations under this PO.

**13.2.** Seller further covenants that it shall, as a part of performing its obligations under this PO, ensure responsible business management pertaining to environmental, social and governance related matters and comply with policies, codes and guidelines, as may be notified by Buyer to Seller in this regard and as per applicable laws.

**14. Intellectual Property Rights**

Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, Drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce documents, Drawings and other information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller’s permission.

**15. Indemnity**

Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; (iii) non-compliance with applicable

laws by Seller; or (iv) injury to or death of any person or damage to or loss of property of any parties caused by any act or omission of Seller or Seller's personnel.

#### **16. Limitation of Liability**

The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.

#### **17. Force Majeure**

Each Party shall be excused from performance of its obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.

#### **18. Termination**

Buyer reserves the right to terminate this PO either in part or full, by giving seven (7) days' written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and such proceeding has not been withdrawn or dismissed within ten (10) days of its institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods and/or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.

#### **19. Governing Law and Dispute Resolution**

This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.

#### **20. Amendment**

**20.1.** Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations.

**20.2.** If: (i) any change pursuant to Clause 20.1 results in an impact on PO Price or Delivery Schedule; or (ii) Seller requires any addition, variation or change in terms of this PO, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.

#### **21. Confidentiality**

All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified, and further undertakes to not reverse engineer any information furnished by Buyer. Seller shall keep the confidential information securely and properly protected against theft, damage, loss

and unauthorized access (including access by electronic means). Seller shall, as soon as practicable and upon request by Buyer, return to Buyer or irretrievably destroy all original documents and copies thereof which contain confidential information as set out in Buyer's request. The Seller shall abide by applicable laws prohibiting insider trading and shall not use any confidential information for the purposes of trading in the securities market.

#### **22. Set-off and Adjustment**

**22.1.** Seller agrees that Buyer shall have a right to set-off or adjust payments due and payable to Seller under this PO against any payments due and receivable from Seller. In case the amounts due to Buyer from Seller are more than the amounts that could be adjusted or set-off from payments due to Seller, Buyer shall have the right to raise a credit note on Seller to recover such due and outstanding amounts.

**22.2.** It is agreed between Parties that all payments by Seller in respect of any payment obligations of Seller in terms of this PO shall be made without any deductions or set-off. If Seller is prevented by applicable law or otherwise from making or causing to be made such payments without deduction, Seller shall gross-up such payments by such amounts as may be necessary for Buyer to receive the full payments it would be entitled to receive, had such payments been made without such deduction.

#### **23. Anti-bribery and Anti-corruption**

Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives have offered or given, nor shall they offer or give, any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Seller.

#### **24. Assignment and Subcontracting**

Buyer shall be entitled to assign the whole or any part of this PO, or any interest or benefit herein, without the consent of Seller. Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent. Seller shall be responsible for acts, omissions and defaults of any subcontractor as fully as if they were the acts, omissions or defaults of Seller and any assignment or subcontracting shall not relieve Seller of any of its responsibilities under this PO or at law.

#### **25. Independent Contractor**

Parties acknowledge and accept that Seller shall act and perform its obligations under this PO as an independent contractor and that Seller shall not be regarded as an employee, agent or partner of Buyer. Seller shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of Buyer.

#### **26. Waiver**

Any waiver of a Party's rights, powers or remedies under this PO shall be in writing, dated and signed by such Party or its authorized representative granting such waiver. A Party granting such waiver shall specify the right and the extent to which such right is being waived.

# TFS General Terms and Conditions

With reference to your quotation, and based on the discussions and email communications, we had with you. We are pleased to award the contract for the above mentioned works as per the drawings, specifications & bill of quantities (BOQ) prepared by the COMPANY/Architect and shared with you for our Project. The Terms and conditions which have been mutually discussed and agreed between us are enlisted below:

## Definitions:

Except where this Agreement otherwise expressly provides, the following word and expressions shall have the meaning hereby assigned to them:

**Agreement** means this agreement and any schedules and annexure thereto, and shall include any modifications, alterations or deletions thereto agreed by the parties in writing;

**Approvals** means authorizations, consents, licenses, permits, clearances and permissions required or to be obtained for the purposes of the Project;

**Authority** means any regulatory, executive or other governmental body, any agency, department, commission, office, authority or a statutory body constituted pursuant to any legislation of the Government of India or of any political sub-division thereof, including planning and local government authorities and any authority having control over the grant of any Approval;

**Authorized Representative** means the Company's representative under this Agreement, Project Head or such other person [s] as may be designated in writing. For all practical purposes, the Authorized Representative shall act in close co-ordination with PMC being appointed.

**Applicable Law** means all applicable Indian statutes, enactments, acts of the state legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, statutory authority, tribunal, board, court, as may be applicable;

**Defects Liability Period** is 12 Months from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective Works during which period the CONTRACTOR shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of any defect or deficiency in the said Works carried out by the CONTRACTOR.

**Final Completion** means the date by which a final certificate has been issued by the COMPANY following completion of snag list and handover and completion of defect rectification work in all respects, and following which the COMPANY can draw up a final account in respect of the Project concerned;

**Other Consultants** means collectively all other consultants apart from the Consultant engaged by the Company for the purposes of the Projects, including but not limited to the PMC, the M & E concept consultant, design consultants, amongst others;

**Party/Parties** means either the COMPANY or the CONTRACTOR and collectively as the 'Parties'

**Project** means the design, construction, installation, supervision, rectification and all other work and services required whatsoever to be carried out on behalf of the Company with regard to the fit out of the Premises including Works on the Premises;

**Project Manager / Project Manager Consultant (PMC)** means the person or company appointed as such to act as the PMC (the "PMC") and is authorized to act on behalf of the Company in all day-to-day activities including the management, supervision, progress monitoring and certification of all invoices for the entire project. The PMC shall be the single point of contact for taking clearances and making decisions in consultation with the Company's Representative/Consultants.

**Virtual Completion** shall mean completion of all works, clearing the work site, handing over and de-mobilization of all equipment and enabling works all to satisfaction of PMC/Company.

**Works / Products** means the rendering, performance and/or delivery of all of the goods and/or services collectively to be rendered, performed and/or delivered by the CONTRACTOR for the purposes of the Project, which may include but shall not be limited to design, development, manufacture, supply, carriage or transportation, delivery, assembly, construction, fabrication, installation, modification, commissioning and/or complete testing.

## 1. Execution of the Works

a. The CONTRACTOR shall duly execute and complete the Works in accordance with this Agreement, including, inter-alia, construction program, drawings and specifications to the reasonable satisfaction of the Company/PMC and in conformity with all reasonable instructions and rules regulating the due performance of the Works. The Contractor shall do and perform all other acts



and things mentioned or described or necessary for the completion of the Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in this Agreement.

b. If the rate of progress of the Works or any section thereof is at any time, in the sole opinion of the Authorized Representative/PMC, unsatisfactory such that the CONTRACTOR may not be able to ensure completion by the date as specified in the Schedule or any agreed extended date, the Authorized Representative/PMC may so inform the CONTRACTOR in writing and the CONTRACTOR shall within Three (3) days take such steps and provide such additional resources as necessary to expedite the completion of the Works or any section thereof. The CONTRACTOR shall inform the PMC / Company in writing of such proposed steps and such additional resources.

c. If in the sole opinion of the Authorized Representative/PMC, the steps being taken or proposed and the additional resources being provided or proposed by the CONTRACTOR are or may not be adequate to ensure completion by the date as specified in the Schedule or any agreed extended date, the Authorized Representative/PMC shall either direct the CONTRACTOR to take such further steps or provide such additional resources as the Authorized Representative/PMC considers necessary.

d. The CONTRACTOR shall not be entitled to additional payment in complying with Clause 1 (b) and/or 1 (c).

e. In the event of failure by the CONTRACTOR to comply with the Authorized Representative's / PMC's direction within three (3) days being given pursuant to Sub-Clause (b), the PMC may on behalf of the Company, take such steps and/or provide such additional resources and the costs thereof shall be borne by the CONTRACTOR. The Company shall deduct the costs of the same from any sums payable to or due to the Contractor under the terms of this Contract.

Notwithstanding any steps or provision of additional resources by the PMC under the provisions of this Clause, the Contractor shall remain fully responsible for all its obligations under the terms of this Contract including for such steps or additional resources called for by the PMC.

f. Time is the essence of this contract. The Contractor shall ensure the completion of the works within the stipulated time frame, provided however that all decisions, drawings, details and approval on material, mockup, samples etc are given within 2-3 day's time from the date of receipt by the PMC/Authorized Representative. Similarly any specialized items to be provided by contractor under this work order should be available within a lead time of maximum one month and such item should be finalized by all concerned within 3-4 days time from the issuance of this work order. The Contractor shall submit to the Company a bar chart indicating date wise programs for completion of various items of work. In case of deviation from the bar chart at any stage action should be taken in accordance with clause 1 (a), 1 (b), and 1 (c) to cover up the delay, if any, for which no extra claims will be entertained.

g. If the progress of work is not satisfactory in the sole opinion of the Authorized Representative/PMC, and the CONTRACTOR is unable to take necessary concrete steps or additional resource to expedite and complete the work according to the dates mentioned in master construction schedule or bar chart which is submitted by CONTRACTOR then the PMC shall be free to recommend to the Company to terminate the contract and/or carry out the remaining works through another agency at the CONTRACTOR's risk and cost.

## **2. Scope of work:**

Scope of work covered under this contract shall be to provide all materials, labor, tools and tackles, scaffolding as required at the Premises. Final negotiated BOQs is attached as annexure - I. Items of work required to be carried out shall be, briefly, but not limited to, providing and applying / laying, installing, testing and commissioning including the following:

a. Contractor shall be responsible for the accuracy of successful execution of BOQ as per approved drawings.

b. All the work is strictly to be executed in accordance with the detailed drawings and BOQ items and specifications, issued by Architects, and the relevant Indian Standard specification in force from time to time unless the contract documents provide for any special specifications and manufacturer's specifications for the specialized item. Please refer Annexure I attached to and forming part of this Agreement for requirements as given by Semolina kitchen Pvt Ltd

c. CONTRACTOR's services shall include the following:

### Execution and issue management

- Undertake preparatory activities at site such as demolition of wall, dismantling of wooden partition, false ceiling, conduits etc., amongst others, as required for commencement of Works, which will be subject to the final GFC drawing package officially circulated by the client.
- Ensure materials used are identical in terms of quantity and quality as mentioned in the Bill of Quantity or Approved by Architect/COMPANY.
- Manage the Works site and execute Works as defined in drawings and BOQ. CONTRACTOR to execute site Works as per the construction schedule instruction from the COMPANY.
- Escalate issues / bottlenecks and concerns to Authorized Representative/PMC on the same day and provide support in expediting the same. Any delay in raising issues / bottlenecks and concerns on part of the CONTRACTOR shall not be



considered as part of agreed time schedule.

- Escalate site requirements to Authorized Representative/PMC.

#### Billing

- Request Authorized Representative/PMC to take joint measurements for the purpose of preparation of bills by CONTRACTOR.

#### Commissioning and support during commissioning

- Test, prove performance and commission developed Works, if applicable.
- Support COMPANY in commissioning of the entire scope of work in this contract for Project

#### Maintaining site and security of material/inventory

- Ensure site is maintained in the given condition without damage to property.
- Maintain security of material and inventory stored at site.

### **3. Contract Value :**

The value of this contract is estimated as mentioned in the purchase Order on the basis of estimated quantities of work and rates, and the discount agreed to between us, as per attached BOQ/Annexure to this work order and summary appended .

It is being clarified that for the Materials where Basic Rate is provided in BOQ, the Contractor will provide rates in case of an increase in the rate as against to the rates as specified in the BOQ at-least 10 days before procuring the material. If Company is in a position to arrange the material from an alternate vendor at a lower rate as compared to those provided by Contractor then Contractor can be asked to procure the material from such alternate vendor. The Company will organize comparative quotes from reputed vendors for assured quality. The final value of the contract shall be arrived at, based on the actual quantities of work executed reckoned at agreed unit rates and such lower rates as applicable for Materials where Basic Rate is provided in BOQ.

The final value of the contract shall be arrived at, based on the actual quantities of work executed reckoned at agreed unit rates and such lower rates as applicable for Materials where Basic Rate is provided in BOQ.

The rates quoted in the annexed BOQ are inclusive of cost of material, transport charges, labor, storage facilities, site offices, standing scaffoldings, overheads, profit, safety compliances, airport compliances, labour law compliances, coordination charges for nominated sub-contractors' works etc. Cost of preparation of Shop Drawings of item indicated, As Built Drawings, Guarantees, Warrantees and any all documentation required is included in the rates and forms part of this Work Order. Similarly, all costs for rectification and reconstruction of items for work during construction and during the period of Defects Liability shall be deemed to be included in the rates quoted in the BOQ.

It is also expressly understood that CONTRACTOR has taken into account all factors for completing the Works in all respects while fixing the rates for different items. No amount other than what is agreed hereunder shall become payable to the CONTRACTOR and the CONTRACTOR alone shall be exclusively responsible and liable for the same.

### **4. Work Schedule :**

The CONTRACTOR shall complete the Works as follows:

- Date of completion period : will be 15 from award of work order.
- Date of Commencement : Within 3 days of Intimation
- Period of Completion of work : Works must be completed and handed over to the satisfaction of Company within committed deadlines as agreed in this Work Order.

This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days and also includes time required for getting passes and other pre-preparatory works required for commencing the Project. Closure of airport by CISF due to unforeseen circumstances / VIP movement will not be included in the completion period.

- Defects Liability Period : 12 Months from the date of Virtual Completion or such extended period beyond the said months as may arise from start date of rectification of defective Works as stated in the Definition of the term 'Defects Liability Period.'

The Scheduled dates are the maximum periods for completion of the Works as specified. However, on analysis of the detailed execution activities, to be submitted by the CONTRACTOR, the Scheduled dates may be adjusted in writing, based on mutual consent between the COMPANY and the CONTRACTOR

#### **5. Payment Terms:**

- 30% Advance with PO
- 50% Before dispatch of material from Vendor's facility
- 20% Upon final submission of the invoice.

Payment in 15 days from date of submission of Tax Invoice.

#### **6. Measurements & Billing Process:**

##### A – Measurements

Joint measurements shall be conducted to evaluate the Work performed. The CONTRACTOR shall intimate the Authorized Representative/PMC for joint measurement dates, 2 (two) days in advance. The Authorized Representative/PMC will certify the invoice based on the certification / notations indicating the actual work performed

The CONTRACTOR shall raise Running Account (RA) bills on the COMPANY, through the completion of the Works. The invoice shall be supported with:

- A covering note outlining the work performed and references to the corresponding progress reports along with dates for joint measurement with alternatives, to measure work, claimed to have been performed.
- Work measurement sheets duly approved by Authorized Representative/PMC.

##### B – Billing

CONTRACTOR shall submit all invoices in Original duly certified by Authorized Representative/PMC for payment. The invoices should be a Tax Invoice wherever applicable and should bear a unique serial number. Invoice should clearly indicate suppliers address, GST Nos (from where the delivery is being done), HSN Codes, Service Tax No / PAN No.

All Invoices should clearly mention the site address along with the billing address of the Company. All invoices should clearly split the amount of billing into the Basic amount and all types of tax components identified separately. All invoices shall be supported with original purchase bills for the material purchased by the CONTRACTOR and billed against the invoice. The COMPANY reserves the right to call for all original delivery challans of all materials and supplies duly reconciled with final measurement sheets. CONTRACTOR shall ensure that all delivery challans and material returns notes are acknowledged/ approved by Authorized Representative/PMC

COMPANY can ask again to take joint measurement by CONTRACTOR and PMC in case of any discrepancy found.

- Final bill – after completion of all Works along with submission of approved measurements, completion of hand over including resolution of snag list, O & M Manuals (if any), As built drawings, Guarantees, Warranty and all other submission as required. Final bill to be submitted within 30 (Thirty) days of completion of all Works including snag list resolution. The same shall be paid within 30 working days from the date of submission of Project Manager/PMC certified Final Bill by CONTRACTOR to Authorised Representative. PMC will be instructed to certify Final Bill within 7 to 10 days of submission by Contractor.

Any running / final invoice not conforming to the requirements stipulated above will be returned for resubmission after correction.

#### **4. Extra Items:**

Extra items means items of work not covered in the BOQ. The CONTRACTOR shall take prior approval from COMPANY before commencing any work related to any extra Item. Company may ask rate analysis of all such items. The CONTRACTOR shall execute the Work only after rates for such Extra Items are duly approved by the COMPANY. Payment for such Extra Items shall be made along with RA Bills.

It is hereby noted that the CONTRACTOR have clearly examined and understood the overall BOQ of this Work Order for the above mentioned project. It is agreed that both Contractor & TFSP will make best efforts and bring down the outflow spend arising from such extra items.

#### **5. Retention:**

Retention shall be deducted at 5% (Five Percent) of the contract value from the final bill. The retention shall be returned against the retention bank guarantee (of amount equal to retention) to be furnished by the Contractor of the amount being returned or the end of Defects Liability Period, as defined in clause 4. The retention bank guarantee shall be valid upto 12 Months from the Virtual Completion or such extended period to cover the Defect Liability period

## **6. Payments:**

Once the invoice is received by Authorised Representative at Corporate Office, and is complete in all respects, after it is checked and certified, applicable payments shall be released as per clause no 7 and 8. The payment shall be subject to deduction of tax at source under Direct and Indirect Tax Acts, as applicable from time to time.

## **7. Liquidated Damages:**

The CONTRACTOR shall pay liquidated damages as under, for any delay in the physical completion of the works

5% of the contract value for delay during Week 1

7.5% of the contract value for delay during Week 2

10% of the contract value per week for delay from Week 3 onwards.

The CONTRACTOR agrees that the liquidated damages are a genuine pre-estimate of the loss suffered by the Company and not in the nature of penalty.

Liquidated damages shall be levied after having given sufficient time to contractor for providing their justification and clarification to Client's management against any deduction and written consent of contractor agreeing to the deductions.

Except for following delay not attributed to the Contractor/Vendor

- Any delay due to Airport related issues like stoppage of work due to VIP movements, security , Permissions , etc will be considered .
- Also delay due to Decision makings, approvals will be considered.
- If any extra work beyond BOQ is assigned , extra working days might be provided.

## **8. Reporting & Escalation Matrix:**

The CONTRACTOR shall also have to report any deviations, issues and bottlenecks to the Authorized Representative/PMC as appointed by the company and same applies for our representative while corresponding with the Vendor

However in case any deviations, issues and bottlenecks is not getting resolved within given timeframe and causing delay in meeting project deadlines, the authorized representative of either companies can escalate the subject matter to higher management for solutions and completion of work as per escalation matrix below.

## **9. Specifications:**

The CONTRACTOR shall adhere to the drawings, specifications and BOQ as prepared and circulated by COMPANY / Architects on behalf of Company. The CONTRACTOR shall be bound to deliver the quality standards defined by the COMPANY / COMPANY'S representatives / Architects. It is understood that the CONTRACTOR shall implement all quality standards required and deemed necessary to ensure quality of finished Works of highest standards.

## **10. Other contractors at Site:**

The CONTRACTOR shall co-ordinate and co-operate with other contractors, sub-contractors etc. at site, if any, and facilitate co-ordination, facilities and assistance to execute the sequential work in this Project. No claim for compensation whatsoever shall be entertained by the Company for delay of work on this account. It is incumbent on the part of the Contractor to be physically present on site once a week for weekly review of progress made by the project team and to take such remedial measures for course correction as may be required.

## **11. Contractor's Responsibility:**

The CONTRACTOR shall take utmost care to control the noise levels at site. The CONTRACTOR shall be responsible for all the activities of the employees / workers at the construction site. Any complaints arising out of CONTRACTOR activities at site including injury or damage to the third party or his property etc. shall be the sole responsibility of the CONTRACTOR and the Contractor shall protect itself and the Company by covering the aforesaid risks with adequate comprehensive all risks insurance. CONTRACTOR shall take CAR policy for the said works. In addition the Contractor shall comply with all the applicable provisions of law governing such contracts including applicable provisions of labor laws as provided hereunder.

## **12. Labor Law:**

The CONTRACTOR shall comply and abide in all respects with the provisions of all statutes, Rules, and Regulations applicable to the Contractor's employees, labour, and workers and to its subcontractors including but not limited to, Minimum Wages Act, Payment of Wages Act 1948, Employees Liability Act 1938, Employees Compensation Act 1923, Industrial Disputes Act 1947, Contract Labor (Regulation & Abolition) Act 1970, Employee State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1972, Factories Act, Workmen Compensation Act, and the Rules made thereunder etc. The Contractor is further presenting that there is no inquiry /investigation pending by the Police as against the

Contractor or its employees. As per the labor welfare legislation, the Contractor has separate code number under the schemes of Provident Fund and Employee State Insurance. The Contractor shall be solely responsible for payment of salaries, wages and other legal dues of the employees, labour and workers employed by the Contractor for the purpose of rendering services under this Agreement. The CONTRACTOR shall indemnify the COMPANY against any and all legal action, proceedings, claims and expenses arising from any non compliance in this respect and in respect of any payments to be made under the said Law.

The CONTRACTOR shall maintain proper books, accounts, records, and documents and and comply with all statutory Rules and Regulations which are applicable to the Contractor for fulfillment of the terms of this Agreement. The Contractor shall maintain all required statutory registers and records under various labor rules and clause to submit all returns to appropriate authorities as required under law. The CONTRACTOR shall submit the details of labor employed every day, trade wise if so desired by the COMPANY. The CONTRACTOR shall be solely responsible for adequacy of workmen to execute the work within the stipulated period and according to the program of the work and increase the strength whenever required at his own cost, to speed up the work if it be lagging behind. CONTRACTOR shall not employ any Child Labor at site.

The CONTRACTOR shall take an Insurance Policy covering the entire scope of work at their own cost, against all risks including without limitations, risks of third party liabilities such as personal injury, loss of life and any damages caused during the performance and upto the successful completion of defect liability period. A copy of the policy shall be submitted to the COMPANY. The Contractor shall be responsible to meet any liability arising out of bodily injury or death of his employees/workmen and shall take Workmen Compensation adequately covering any compensation that may be due to such injured/deceased employee or workmen. **The Contractor to submit the copies of all the Insurance policies like Workmen Compensation & Third party liability before commencement of work.**

### **13. Safety Precautions:**

The CONTRACTOR shall take all the necessary, mandatory and standard safety precautions for the safety of his workmen and obtain insurance cover for the work, workmen and any possible damages associated with the Project.

- The CONTRACTOR shall depute HSE person and shall ensure is available on site round the clock.
- The CONTRACTOR shall always maintain hazard free and safe working environment.
- The CONTRCATOR shall ensure all the workers are wearing safety shoes, jackets, harnesses, helmets etc. all time within the construction premises.
- **Safety guideline annexure attached, contractor will have to sign this prior to commencement of work.**
- The CONTRCATOR shall ensure its employees, labour, and workers and to its subcontractors including but not limited to, shall maintain neat and clean working environment and surroundings of the airport free from any clutter, garbage, damages, spillage and any other such which shall act as hindrance and nuisance to airport environment.
- The CONTRACTOR shall ensure its employees, labour, and workers and to its subcontractors including but not limited to, possess and consume any type of illicit product such as alcohol, tobacco, pan & gutkha, drugs or any such products at the working site and in the premises of the airport.
- The CONTRACTOR shall be responsible and borne all the liabilities, penalties, fines etc. towards any safety violations by its employees, labour, and workers and to its subcontractors including but not limited to, for non-adherence of airport safety guidelines. A fine of INR 500/- will be levied per instance of any violation in HSE requirement.
- Separate Annexure has been attached for Covid 19 guidelines and checklist to be followed during execution of the works.

### **14. Sufficiency of Offer :**

It is expressly understood that CONTRACTOR'S representatives have visited the site of work and have acquainted themselves of the conditions thereof. The COMPANY shall hand over the site to the CONTRACTOR and CONTRACTOR shall remain responsible throughout the Contract execution period to keep the site free of any encroachments or encumbrances, to enable the CONTRACTOR to execute the Works peacefully.

The COMPANY shall provide the following facilities to the CONTRACTOR:

- Paid one point of temporary Power supply will be given. Further distribution and temporary meter along with ELCB shall be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals.
- Paid one point of temporary Water supply. Further distribution along with pump, storage facility etc. would be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals

The COMPANY shall give routine site instructions to the CONTRACTOR which will be recorded in Site Instruction Book and signed by the Authorized Representative/PMC. No verbal instructions will be entertained or paid for by the COMPANY. The CONTRACTOR

shall coordinate with the Authorized Representative/PMC for execution related queries.

## **15. Handover to COMPANY**

The COMPANY will prepare a snag list of defective and pending items to be completed by the CONTRACTOR. Handover of the Works to the COMPANY will be done when the snag list is resolved in its entirety and the Project shall be deemed to be complete only on and from the date of rectification of the snag list. It is, however, agreed between the parties hereto that the Company shall be entitled to commence its commercial operations at and from the Project Premises even if the snags have not been completely rectified.

## **16. Copyright and confidentiality :**

All information, materials (printed or otherwise), data and drawings furnished / disclosed by the COMPANY to the CONTRACTOR or howsoever obtained by the CONTRACTOR, shall belong to and shall always remain the property of the COMPANY and shall be treated by those who receive or obtain the same including without limitation the CONTRACTOR, its agents, sub-contractors and servants, as confidential and the said information, materials (printed or otherwise), data and drawings, shall not be used, distributed or disclosed by them without obtaining the prior written consent of the COMPANY except where such disclosure is made for the purpose utilizing the same in connection with the execution, operation and maintenance of the Works or where such disclosure is mandated by law or by an order of a court possessing competent jurisdiction

## **17. Indemnity**

The CONTRACTOR agrees and undertakes to indemnify and hold harmless the COMPANY, its directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the Company or any third party as a result of any breach by the Contractor, its employees, labour, workers, and sub-contractors, of any law, representation, obligations, warranties's or covenants contained in this Agreement or default or negligence or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with the Works and/or the Project.

## **18. Assignment**

The CONTRACTOR shall not assign this Contract or subcontract any portion of the work hereunder without the prior written consent of the Company including assigning or subcontracting the technical consultancy on the Services.

## **19. Liens**

The CONTRACTOR represents that deliverables under this Contract as per Scope of Work shall be performed, finished, and delivered to the COMPANY free from all claims, liens and charges of any kind whatsoever within the spirit and intendment of this Contract.

## **20. Identification**

The CONTRACTOR shall not use of the name or any trademark, logo or trade name of the COMPANY or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the COMPANY.

## **21. Settlement of Disputes**

- a. The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute
- b. a. If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The Parties agree:
  - (i) That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
  - (ii) The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator.
- c. The decision of the arbitrators on the dispute shall be final and binding on the parties.
- d. Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or

difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.

- e. All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the respective Parties.

**22. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai.**

### **23. Services during Defects Liability Period:**

The CONTRACTOR agrees and undertakes to provide the agreed services during the defects liability period for all Works undertaken by the CONTRACTOR for execution under this contract. The CONTRACTOR shall be bound by the same terms and conditions as contained under this Contract.

### **24. Warranty**

The CONTRACTOR represents and warrants that:

- a it shall have the sole right, title and interest in in the Products to be utilized in execution of the Works and shall be fully entitled to transfer the completed Project and the Products free of any liens or encumbrances to the COMPANY;
- b the CONTRACTOR shall be legally entitled to sell, transfer and dispose of the Products, Works to be executed / Installed to COMPANY;
- c the Products, Works to be executed / Installed shall be free from defects in material and workmanship at the time of hand
- d Commencing with Delivery and ending upon completion of the Defects Liability Period, the CONTRACTOR shall, at its sole cost and expense, promptly repair (or, at COMPANY'S Option, replace) any defective Products or remedy any deficiency in service.

### **25. Compliance With Laws :**

The CONTRACTOR represents, warrants, and covenants that its shall comply with all applicable laws, regulations, ordinances or other rules in relation to the Works including in relation to the sale, packing, transportation & execution/ installation of Works & the Products. The CONTRACTOR warrants that no applicable law or regulation will be violated in the manufacture, procurement, sale, delivery and installation of any of the products pursuant to this Contract / Agreement. The CONTRACTOR further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. The Contractor will ensure its subcontractors, agents, directors, officers, personnel and others acting through or on behalf of the Contractor comply with all applicable laws relating to the Works, and it shall obtain from the local authorities all permissions and approvals required, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. Payment of all such fees and charges will be at the Contractor's cost. The Contractor shall directly obtain all licenses, permits, clearance from customs etc required for the execution of the Works at its cost. The CONTRACTOR agrees to indemnify and hold COMPANY fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the Contractors its employees, labour, workmen, and sub-contractors to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order / Agreement

### **26. Intellectual Property Indemnity**

CONTRACTOR agrees to indemnify and hold COMPANY fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising from any infringement or claimed infringement of any intellectual property including know how, business methods, images, design rights or analogous rights thereto (or misappropriation of any trade secret) in connection with the use or sale by COMPANY or its clients and customers of the Products. CONTRACTOR agrees that it will, upon request of COMPANY and at its own expense, defend or assist in the defense of any action that may be brought against COMPANY or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order / Agreement.

### **27. Termination**

COMPANY may terminate this contract at any time by giving 7 (seven) days advance notice to the CONTRACTOR in the event that the COMPANY finds the CONTRACTOR'S work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise). In the event of such termination, COMPANY shall not be liable to pay any amount to the CONTRACTOR over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised (as per Clause 7 above) and no claim for any money or any other amounts shall lie against the COMPANY except proportionate retention money. The Company shall, in the event of terminating this contract under this provision, be fully entitled to receive the unrecovered advance, paid to the Contractor, from the Contractor and thereafter the Company shall return back the undated cheque submitted by the Contractor. The Contractor agrees not to raise any

dispute or objection in this regard. Upon termination hereunder the CONTRACTOR shall forthwith handover the Project on as is where basis to the Company or to any other contractor designated by the COMPANY. Save as provided herein, neither party shall be entitled to terminate this contract.

This work order / Agreement is subscribed in duplicate by the parties. Each party retains one copy thereof.

## **Activities to be undertaken by the CONTRACTOR & Material Specification**

### **Service Quality Standards**

#### **I. Development Standards and Requirements**

1 Indian Standard Codes

Confirm to the relevant code for the specific aspect of development. The Indian Standard Codes are a comprehensive range of Standards and practices as per Bureau of Indian Standards, to be adopted in all aspects of design and construction in India.

2 Statutory Agency Requirements

Meet all requirements of the statutory agencies, including Ministry of Environment & Forests, Pollution Control Board.

3 Applicable Laws:

Adhere to all conditions, regulations, measures and all requirements of whatever kind imposed by local bye-laws and other applicable Central, State and Local Government laws.

#### **II. Operations and maintenance standards and requirements**

Ensure that the appropriate category of rescue and fire fighting services shall be made available and maintained in accordance with the relevant law

#### **III. Miscellaneous Compliances**

The following miscellaneous terms and conditions are also to be adhered to by the Contractor:

- (1) The Contractor shall not use naked light of any kind in the Premises.
- (2) The Contractor shall provide construction methodology statement and detailed schedule within 3 days upon receipt of this work order and GFC drawing package.
- (3) The Contractor shall maintain all the test certificates for all the items entering the site and prior approval needs to be taken from BIAL and BLR for all the items to be procured.
- (4) The Contractor shall maintain detail log register for all the workers, material, tools and tackles.
- (5) The Contractors shall take all the necessary steps to obtain airport passes and any expenses arising out for obtaining passes need to be borne by the contractor. BLR shall however assist in obtaining passes.
- (6) Cable should not be laid on the false ceiling or on the partition wall. Cables, where required, should be laid only on metal cable trays. The Contractor shall use fire retardant power cables.
- (7) Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- (8) Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (9) Over loading of the circuit is prohibited and no temporary connection should be made,.
- (10) Combustible material should not be stored under/ close to the electric switch board/ distribution board/ meters and approach to electrical board should be kept clear.
- (11) Debris etc. shall be immediately cleaned and taken away.
- (12) Existing False ceiling should not be damaged and wherever damaged shall be restored immediately.
- (13) Caution board / lights to be provided at site during working period.
- (14) Adequate precaution for fire fighting to be taken and existing fire fighting system not to be disturbed

### **Annexure II**

#### **Activities to be undertaken by the Contractor**

- 1 Contractor shall ensure that a detailed Work Schedule is prepared and submitted by it to the Company for approval. Upon approving the same, the Contractor shall strictly adhere to the same at all times until the completion of the Project.
- 2 Contractor agrees to communicate the Company on a weekly basis the update with regards to the work completed at the Project site. The same shall be accompanied with photographs of the work completed. The said weekly submission shall be in terms of the approved Work Schedule without any deviation.
- 3 Contractor shall ensure that it appoints a Project Manager who shall be responsible for the said Project. Moreover, for each of the specialized job work including but not limited to electrical works, plumbing, civil work, carpentry, etc, the Contractor shall engage a Supervisor for each of the said specialized areas.
- 4 The contractors Health, safety & Environmental policy statement from will be rigorously enforced by the site Management



Team. All operatives undertaking are to be familiar with said policy statements and associated documents/ processes and are to strictly follow them.

- 5 Appointment of project supervisor for Carpentry & Civil works from your company's side will be only after necessary concern from TFS Projects.
- 6 Contractor shall not use the project site, its nearby surrounding premises or its equipments for labour stay, cooking food, cleaning utensils, washing & drying clothes, toileting etc.
- 7 Contractor shall ensure that utmost care will be taken by his staff to keep the project premises and its surrounding clean and hygienic, safe and secure.
- 8 All the COVID 19 guidelines to be followed at site rigorously.

## 1. Safety Compliance

1.1. **General Safety:** The Contractor agrees to comply with all applicable safety laws, regulations, and industry standards to ensure a safe working environment at the project site. This includes but is not limited to, the Occupational Safety and Health Administration (OSHA) regulations, local building codes, and any other safety standards relevant to the project.

1.2. **Site Safety Plan:** The Contractor shall develop and implement a comprehensive site safety plan that outlines safety procedures, emergency response protocols, and measures to prevent accidents and injuries. The Client shall review and approve this plan before work commences.

1.3. **Safety Training:** The Contractor shall ensure that all personnel engaged in the Work are adequately trained in safety procedures, the proper use of safety equipment, and hazard recognition. The Contractor shall maintain records of this training.

## 2. Safety Responsibilities

2.1. **Client Responsibilities:** The Client agrees to cooperate with the Contractor in matters related to safety. This includes providing access to the project site, ensuring the site is clear of hazards not related to the construction, and promptly addressing any safety concerns brought to their attention by the Contractor.

2.2. **Incident Reporting:** In the event of any accident, injury, or near miss on the project site, the Contractor shall immediately report it to the Client and relevant authorities as required by law. The Contractor shall also cooperate fully in any investigation related to such incidents.

## 3. Safety Inspections

3.1. **Regular Inspections:** The Contractor shall conduct regular safety inspections of the project site to identify and address potential hazards. The Client may also request safety inspections at any time.

3.2. **Corrective Action:** If any safety issues are identified during inspections, the Contractor shall take immediate corrective action to address them and prevent further risks.

## 4. Indemnification

4.1. **Indemnification:** The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with any breach of safety obligations by the Contractor or its personnel.

## 5. Termination for Safety Violations

5.1. **Termination:** If the Contractor fails to comply with safety requirements outlined in this Contract, the Client reserves the right to terminate this Contract immediately without any further liability.

## 6. Insurance

6.1. **Insurance:** The Contractor shall maintain appropriate liability insurance, including but not limited to workers' compensation and general liability insurance, to cover any injuries or damages resulting from the Work.

## 7. Emergency Procedures

7.1. **Emergency Procedures:** The Contractor shall establish clear emergency procedures and evacuation plans and communicate them to all personnel working on the project site. The Client shall be informed of these procedures.

Including a safety clause like the one above demonstrates a commitment to safety and helps ensure that safety practices are an integral part of the project. However, it's crucial to consult with legal counsel to ensure that the safety clause is compliant with local laws and regulations and adequately addresses the specific safety needs of your project.

## Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of [State/Country], without regard to its conflict of law principles.

## Jurisdiction

Any legal action or proceeding arising under or in connection with this contract shall be brought exclusively in the state or federal courts located within the State of [State/Country], and the Parties consent to the personal jurisdiction of such courts.

## Venue

The Parties agree that the appropriate venue for any legal action or proceeding shall be the [County/City] County, [State/Country] if brought in state court or the [District/Federal Court Name] if brought in federal court.

This clause specifies that the laws of a particular state or country will govern the contract and also designates the jurisdiction where any legal disputes related to the contract will be heard. The choice of governing law should consider factors such as where the project is located, where the parties are based, and any relevant legal requirements or preferences. It's important to consult with legal counsel when choosing the governing law to ensure that it aligns with the specific circumstances of your contract and any applicable local laws and regulations.

Including an emergency procedure clause in a contract document is a responsible and safety-conscious practice, especially in construction contracts where unexpected emergencies can occur. This clause outlines the steps and responsibilities of both parties in case of emergencies to ensure the safety of all individuals involved. Below is a sample emergency procedure clause that you can include in your contract document:

## Emergency Procedure

### 1. Emergency Contact Information

**1.1. Emergency Services:** In the event of a medical emergency, fire, natural disaster, or other critical incident, the Contractor shall immediately contact the appropriate emergency services (e.g., 911) to request assistance.

**1.2. Client Contact:** The Contractor shall also promptly inform the Client of the emergency situation and provide details on the nature and extent of the emergency.

### 2. Evacuation and Safety Measures

**2.1. Immediate Action:** In the case of an emergency requiring evacuation, the Contractor shall take immediate steps to ensure the safety of all individuals at the project site. This includes guiding personnel to safe assembly points and providing first aid, if necessary, within the scope of the Contractor's capabilities.

**2.2. Communication:** The Contractor shall maintain a means of communication (e.g., two-way radios or mobile phones) to coordinate emergency response and communicate with emergency services.

### 3. Notification of Authorities

**3.1. Regulatory Agencies:** The Contractor shall notify any relevant regulatory agencies or authorities as required by local laws and regulations in the event of an emergency or incident that may have legal implications.

### 4. Documentation

**4.1. Incident Reporting:** The Contractor shall document the details of any emergency, including the date, time, nature of the incident, individuals involved, and actions taken. This documentation may be requested by the Client and may also be required for insurance or legal purposes.

### 5. Review and Training

**5.1. Periodic Review:** The Contractor and the Client shall periodically review the emergency procedures to ensure their effectiveness and make necessary updates as needed.

**5.2. Training:** The Contractor shall ensure that all personnel working on the project site are trained in the emergency procedures and understand their roles and responsibilities during emergencies.

### 6. Indemnification

**6.1. Indemnification:** The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with the Contractor's failure to comply with emergency procedures or responsibilities outlined in this Contract.

This clause establishes a clear framework for responding to emergencies, ensuring the safety of individuals, and complying with legal requirements. It's crucial to consult with legal counsel to tailor this clause to the specific needs and risks of your project, taking into account local laws and regulations related to emergency procedures and safety. Additionally, both parties should understand and agree to these procedures before signing the contract.

## **Child Labor Policy**

### **1. Introduction**

Your Organization is committed to upholding ethical labor practices and ensuring the welfare of all individuals involved in our projects. This includes a firm stance against child labor. We expect all contractors, subcontractors, and suppliers to adhere to the principles outlined in this Child Labor Policy.

### **2. Definitions**

**Child:** A person under the age of 18 years.

**Child Labor:** Any work or employment that deprives children of their childhood, interferes with their ability to attend regular schools, and is mentally, physically, socially, or morally harmful.

### **3. Compliance with Applicable Laws**

All contractors and subcontractors engaged in work related to projects awarded by [Your Organization's Name] must comply with all relevant local, national, and international laws and regulations regarding child labor. This includes but is not limited to:

Compliance with International Labour Organization (ILO) Convention No. 182 concerning the Worst Forms of Child Labour and ILO Convention No. 138 on the Minimum Age for Admission to Employment.

Adherence to applicable child labor laws and regulations of the host country.

### **4. Prohibition of Child Labor**

Contractors shall not employ children under the age of 18 for any work related to projects awarded by [Your Organization's Name]. This prohibition includes, but is not limited to, direct employment, apprenticeships, internships, or any other form of work arrangement.

### **5. Due Diligence**

Contractors are responsible for conducting due diligence to ensure that child labor is not used at any level of the supply chain associated with the project. This may include:

- Verifying the age of workers through appropriate documentation.
- Periodic audits of the supply chain to detect and prevent child labor.
- Implementing mechanisms to report and address any instances of suspected child labor promptly.

### **6. Reporting**

Contractors must report any suspected or confirmed cases of child labor to [Your Organization's Name] immediately. The contractor shall cooperate fully with any investigation related to such cases.

### **7. Consequences of Non-Compliance**

Failure to comply with this Child Labor Policy may result in the termination of the contract and potential legal action. [Your Organization's Name] reserves the right to take appropriate action against any contractor found in violation of this policy.

### **8. Certification of Compliance**

Contractors may be required to provide a certification of compliance with this Child Labor Policy as part of the tender submission process.

By submitting a tender for our projects, contractors acknowledge and agree to adhere to this Child Labor Policy and to take all necessary measures to ensure compliance throughout the project's duration.

Including a child labor policy in your tender document demonstrates your organization's commitment to ethical labor practices and social responsibility. It also sets clear expectations for contractors and subcontractors regarding child labor prevention. Ensure that contractors understand and agree to comply with this policy before awarding them a tender. Additionally, consult with legal experts to ensure that the policy complies with relevant laws and regulations.

## **Safe Work Guidelines**

Safety is of primary importance to us in our profession. To be forewarned is forearmed. By paying close attention to the below mentioned safety guidelines you will be contributing in warding off any damage and injuries.

## **GEARING UP FOR SAFETY**

- \* Always wear appropriate clothing and shoes respective to your job
- \* Wear Non Skid Foot Gear – Hard shoes
- \* A hard hat will protect you if there is a risk of falling objects
- \* Wear Gloves if you are handling sharp objects/tools
- \* Wear Goggles if work poses hazard to your eyes
- \* Wear Safety Harness – when working at an elevated location
- \* Ensure Work Site is kept Clean
- \* Fire Extinguishers must be available and readily attainable
- \* First Aid Kits must be available and readily attainable
- \* Report any Unsafe Condition to your Supervisor immediately

You are hereby advised to strictly adhere to referred safety guidelines while at work. In addition, ensure all workers follow airport security procedures at all times.