

General Terms and Conditions of Contract (“GCC”)

1. EXECUTION OF THE WORKS

- a. The DESIGN CONSULTANT shall duly undertake, perform, execute and complete the Works in accordance with this GCC, 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 DESIGN CONSULTANT shall do and perform all other acts and things mentioned or described or may be 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 GCC.
- 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 DESIGN CONSULTANT 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 DESIGN CONSULTANT in writing and the DESIGN CONSULTANT shall within 3 (three) days take such steps and provide such additional resources as necessary to expedite the completion of the Works or any section thereof. The DESIGN CONSULTANT 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 DESIGN CONSULTANT are or may not be adequate to ensure completion by the date as specified in the Purchase Order or this GCC or any agreed extended date, the Authorized Representative/PMC shall either direct the DESIGN CONSULTANT to take such further steps or provide such additional resources as the Authorized Representative/PMC considers necessary.
- d. The DESIGN CONSULTANT shall not be entitled to additional payment in complying with Clause 1 (b) and/or Clause 1 (c) above.
- e. In the event of failure by the DESIGN CONSULTANT to comply with the Authorized Representative’s / PMC’s direction within 3 (three) days being given pursuant to Clause 1 (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 DESIGN CONSULTANT. The Company shall deduct the costs of the same from any sums payable to or due to the DESIGN CONSULTANT under the terms of this GCC and the PO. Notwithstanding any steps or provision of additional resources by the PMC under the provisions of this Clause, the DESIGN CONSULTANT shall remain fully responsible for all its obligations under the terms of this GCC and the PO including for such steps or additional resources called for by the PMC.
- f. Time is the essence of the PO and this GCC. The DESIGN CONSULTANT shall ensure the completion of the works within the stipulated time frame, provided however that all decisions related to relevant Request for Information (RFI) and approvals etc are given within 2-3 days’ time from the date of receipt by the

PMC/Authorized Representative. The DESIGN CONSULTANT shall submit to the Company completion schedule of work mentioned under the Annexure 1.

- g. If the progress of the performance of the Works is not satisfactory in the sole opinion of the Authorized Representative/PMC, and the DESIGN CONSULTANT 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 DESIGN CONSULTANT then the PMC shall be free to recommend to the Company to terminate the contract and/or carry out the remaining works through another Person at the DESIGN CONSULTANT's sole risk and cost.

2. SCOPE OF WORK

Scope of Works covered under the PO and this GCC shall be as per the Technical proposal submitted by the design consultant and any changes agreed subsequently. (Refer Annexure I)

a. Work Schedule

The DESIGN CONSULTANT shall complete the Works as follows:

Date of Completion Period: as mentioned in the PO header copy.

Date of Commencement: as mentioned in the PO header copy.

Period of Completion of Work: Works must be completed and handed over to the satisfaction of Company within committed deadlines as agreed in the Purchase Order.
This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days

The timelines mentioned in this GCC and the PO are the maximum periods for completion of the Works as specified. However, on analysis of the detailed execution of the Works, to be submitted by the DESIGN CONSULTANT, such timelines may be adjusted in writing, based on mutual consent between the COMPANY and the DESIGN CONSULTANT.

- a. The DESIGN CONSULTANT shall also have to report any deviations, issues and bottlenecks to the Authorized Representative/PMC as appointed by the Company. However, in case any deviations, issues and bottlenecks are not resolved within given timeframe and the same results in a delay in achieving the timelines set out in the PO or the GCC, the authorized representative of either Party may escalate the subject matter to the senior management of either Party for solutions and completion of the Works as per the escalation matrix below:

Design related	Level 1: Mr. Prakash Mistry	9967980154	prakash.mistry@travelfoodservices.com
	Level 2: Ms. Shama Nair	9821053476	shama.nair@travelfoodservices.com

Project related	Level 1 : Mr. Ebrahim	7738174698	ebrahim.shaikh@semolinakitchens.com
	Level 2 : Ms. Shama Nair	9821053476	shama.nair@travelfoodservices.com
Procurement Related	Level 1 : Ms. Manisha bakde	9004031333	manisha.bakde@semolinakitchens.com
	Level 2: Mr. Lovejyot Sekhon	9029100127	lovejot.sekhon@k-corp.in

- b. The DESIGN CONSULTANT shall co-ordinate and co-operate with Other DESIGN CONSULTANTS engaged by the Company at the Site, if any, and facilitate co-ordination, facilities and assistance to execute the sequential work required for the Project. No claim for compensation whatsoever shall be entertained by the Company for delay in completion of the Works on this account. It is incumbent on the part of the DESIGN CONSULTANT to be physically present on Site to review of progress made by the DESIGN CONSULTANT's team as required and to take such remedial measures for course correction as may be required by the Company.

3. CONTRACT VALUE

- a. The value of the Works is as mentioned in the Purchase Order. The Company shall make payment as per the payment terms mentioned In PO .
- b. It is also expressly understood that DESIGN CONSULTANT has taken into account all factors for completing the Works in all respects while agreeing on the contract amount as mentioned in the PO copy. No amount other than what is agreed hereunder shall become payable to the DESIGN CONSULTANT and the DESIGN CONSULTANT alone shall be exclusively responsible and liable for the same.
- c. The price shall remain fixed for the term of the Purchase Order and shall not be subjected to any increase or escalation whatsoever, unless otherwise mutually agreed between the Parties. The Company may, at its sole discretion, adjust with or withhold from any payments due and payable to the DESIGN CONSULTANT, such amounts, that are due and payable by the DESIGN CONSULTANT to the Company, including in case of failure or delay by DESIGN CONSULTANT to replenish the Advance Payment Guarantee, Contract Performance Bank Guarantee or Performance Bank Guarantee, as applicable.
- d. The Company shall have the right to withhold and/or set off any amounts due and payable by the DESIGN CONSULTANT to the Company under the PO, this GCC or the Applicable Laws, including any liquidated damages payable by the DESIGN CONSULTANT, from amounts that become due and payable by the Company to the DESIGN CONSULTANT due to the performance of its obligations hereunder.

4. MEASUREMENT AND BILLING PROCESS

a. Invoices

1. DESIGN CONSULTANT 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, HSN Codes, Service Tax No / PAN No.
2. 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.
3. COMPANY reserves the right to undertake scrutiny again of the invoices certified by the authorized representative/ PMC in case of any discrepancy found.
4. Final bill – after completion of all Works along with submission of approved measurements, completion of hand over including resolution of snag list, As built drawings, and all other submission as required. Final bill to be submitted within 30 (Thirty) days of completion of all Works. The same shall be paid within 30 working days from the date of submission of Project Manager/PMC certified Final Bill by DESIGN CONSULTANT to Authorised Representative. PMC will be instructed to certify Final Bill within 7 to 10 days of submission by DESIGN CONSULTANT.
5. Any running / final invoice not conforming to the requirements stipulated above will be returned for resubmission after correction.

b. 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 4 (b). The payment shall be subject to deduction of tax at source under Direct and Indirect Tax Acts, as applicable from time to time.

c. TAXES AND DUTIES:

- . Tax: As mentioned in the Purchase Order
- . 2. The DESIGN CONSULTANT as a registered Party under GST shall issue a tax invoice for the supplies provided under the PO within the time limits set out under the GST Acts which shall allow the Company to claim an input tax credit which is permitted under the said law.
- . Further, The DESIGN CONSULTANT shall ensure that all invoices raised by it as per the terms of this GCC or the PO are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including GST Act, rules and regulations and / or other regulatory requirements etc for the time being in force. It is agreed and understood that if The DESIGN CONSULTANT

fails to charge applicable taxes at the time of invoicing, The Company shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest, penalty if any) and the same shall be borne by the DESIGN CONSULTANT.

- . The DESIGN CONSULTANT shall raise invoice to The Company clearly mentioning the HSN/SAC code for the goods/services provided. The DESIGN CONSULTANT shall discharge the GST liability and file GST returns in time, such that The Company can claim the input tax credits. The DESIGN CONSULTANT, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.
- . The DESIGN CONSULTANT will cooperate with The Company and provide information that may be reasonably requested by The Company in connection with claiming such credit of input tax under the GST Acts limited to tax invoice or debit note issued by The DESIGN CONSULTANT or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under applicable law by Service Provider. Where, transactions in respect of which the Company has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by The DESIGN CONSULTANT in his periodic returns, The DESIGN CONSULTANT would extend necessary assistance/corrective action including inter alia carrying out revision/ rectification of its returns, so that The Company is able to claim input tax credit from GST authorities. Despite such corrective action by The DESIGN CONSULTANT, if The Company is still not able to claim credit for any GST paid by The Company to The DESIGN CONSULTANT, The DESIGN CONSULTANT shall indemnify The Company in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. The Company, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Company.
- . The Parties undertakes that it has valid registration(s) under the GST Act, which is/are in full force and effect and to the best of its knowledge no action or claim is pending which will revoke or terminate such registration(s) or declare such registration(s) as invalid.
- . If applicable, the Company shall pay The DESIGN CONSULTANT after deduction of tax at source (“TDS”) under Income Tax Laws, as may be in force from time to time or any other tax as applicable from time to time. The Company shall be responsible for timely furnishing certificate of such tax deducted as submitted to relevant authorities, to enable The DESIGN CONSULTANT to avail benefit of such tax deducted by the Company.
- . If as per the applicable tax laws, The DESIGN CONSULTANT is liable to collect taxes at source (“TCS”)/deduct TDS on the amount receivable from/payable to the Company, then The DESIGN CONSULTANT shall collect/deduct such taxes and shall provide a proof of such collection/deduction within the stipulated timeline under the applicable tax laws. In case of non-receipt of TCS/TDS credit, the Company has a right to claim such TCS/TDS amount which is recoverable from The DESIGN CONSULTANT against the invoice issued.

- . The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep other Party indemnified from any additional tax demand arising out of the same.
- . Both Parties agree to provide necessary documents, as may be required by law from time to time, to prove the compliance with the applicable tax laws with respect to this GCC and the PO including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on an account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.

5. LIQUIDATED DAMAGES:

- a. In the event, the Contractor fails to complete the Works in accordance with the date (s) mentioned in the PO or this GCC, Company shall be entitled to, without prejudice to any other terms or conditions of this GCC:
 - I. Recover from Contractor, liquidated damages at rate of:
 - 5% of the value of the PurchaseOrder for delay during week 1
 - 7.5% of the value of the Purchase Order for delay during week 2
 - 10% of the value of the Purchase Order per week for delay from week 3 onwards.
 - II. Purchase from any other third party entity, without notice to Contractor, at the sole risk and cost of the Contractor, either all the Works or the incomplete portion of the Work yet to be completed.
 - III. Terminate the PO or the portion thereof in default, and if so desired, to procure the incomplete portion of the Works elsewhere at the sole risk and cost of Contractor.
 - b. The Contractor agrees that all liquidated damages as payable by the Contractor to the Company under the PO or hereunder, are fair and reasonable and calculated considering the anticipated harm that maybe caused to the Company due to any delay in the completion of the Works. The Contractor further acknowledges and agrees that such liquidated damages are a genuine pre-estimate of loss caused to the Company due to any delay in the completion of the Works and are not in nature of penalty. The Contractor shall make payment of the liquidated damages without any requirement of submission of any document or claim by the Company upon any delay in the completion of the Works by the Contractor.
 - c. The liquidated damages shall not be applicable to the extent that a delay in the completion of the Works is attributable to any delay which are not attributable to the Company as may be evidenced by valid and verifiable documents submitted by the Contractor to the satisfaction of the Company.
- 6.** The CONTRACTOR represents and warrants that:

- (i) it has the sole right, title and interest in in the Materials to be utilized in execution of the Works and shall be fully entitled to transfer the completed Works, including the Martials, free of any liens or encumbrances to the COMPANY;
- (ii) is legally entitled to sell, transfer and dispose of the Materials and execute the Works for the COMPANY;
- (iii) the Materials and Works to be executed / installed shall be free from Defects in material and workmanship at the time of hand over;
- (iv) commencing with the execution of the Works 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 Materials or remedy any deficiency or Defects in the Works.

7. VARIATIONS:

- . As per the remarks mentioned in the PO the Company may make changes in the design specifications or drawings, issue additions to or omissions from or otherwise vary the Works. The provisions of the PO shall apply to all such variations or amendments to the same extent and with the same effect as if originally set forth in the PO and the DESIGN CONSULTANT shall proceed with all such variations or amendments when so requested by the Company in writing.
- . In case of major variations which results in any increase or decrease in the cost of the Works, due to such variations or amendments, it shall be discussed by the Parties and any reduction or increase in cost shall be passed or charged on to the Company.
- . The DESIGN CONSULTANT shall not be entitled to any compensation for additional work done due to any variation or amendment by the Company unless written authorization to carry out such additional or varied work has been issued or confirmed by the Company on an (a) officially printed PO with letterhead and is signed by the authorised signatory of the Company or (b) amendment to the PO, which is duly signed by the authorised signatory of the Company. The DESIGN CONSULTANT shall only be entitled to a compensation if the above stated authorisations are sought from the Company along with submission of valid and verifiable documents evidencing the additional costs incurred by the DESIGN CONSULTANT to the Company.
- . The value of all authorized variations or amendments shall be ascertained by measurement and by reference to the rates and prices stated in the PO or BOQ for like or analogous work but if there are no such rates and prices or if the same are not applicable then such value shall be as is fair and reasonable in all circumstances and the DESIGN CONSULTANT shall be responsible to grant the Company access to any information evidencing the additional costs incurred or to be incurred by the DESIGN CONSULTANT in case of such variation or amendment.

8. SUBCONTRACTING:

- . DESIGN CONSULTANT shall not subcontract any of its obligations under the Work Order nor any part thereof, without the express prior written approval of Company, other than

the purchase of bought-out items purchased as per normal industry practice from outside sources.

- II. In the event DESIGN CONSULTANT contravenes any terms of the GCC or/and the PO, Company shall be entitled at its discretion, to terminate the PO and to undertake the Works as contemplated under the PO through any other third party entities at DESIGN CONSULTANT's sole risk and expense, and DESIGN CONSULTANT shall be liable for any loss or damage which Company may sustain in consequence or arising out of the same.
- III. The DESIGN CONSULTANT shall be solely liable to the Company for any Works, carried out by the subDESIGN CONSULTANTS engaged by the DESIGN CONSULTANT ("**SubDESIGN CONSULTANT(s)**") and for any and all liabilities arising therefrom, as if such Works were carried out by DESIGN CONSULTANT itself and such subcontracting will not relieve DESIGN CONSULTANT from any of its responsibility, liability or obligations under this GCC. DESIGN CONSULTANT shall be responsible for observance by all SubDESIGN CONSULTANTS of all Applicable Laws, Approvals and the provisions of this GCC, PO and the specifications and requirements of the Company in performance of the subcontracted portion of the Works, in as much as it was the duty of DESIGN CONSULTANT to observe such Applicable Laws, Approvals, and relevant provisions of the GCC, the PO the requirements and specifications of the Company in performance of the Works.
- IV. DESIGN CONSULTANT shall be solely responsible for the payments to be made to the SubDESIGN CONSULTANTS in accordance with their respective subcontracts. Company shall, under no circumstances be liable to any SubDESIGN CONSULTANT nor shall any SubDESIGN CONSULTANT be entitled to prefer any claims, interests or rights against the Company. No contractual relationship shall exist between the Company and any SubDESIGN CONSULTANT with respect to the Works to be performed pursuant to this GCC and the PO, and no Sub DESIGN CONSULTANT is intended to be or shall be deemed a third-party beneficiary of this GCC or the PO. DESIGN CONSULTANT agrees that it shall be as fully responsible to Company for the acts and omissions of Sub DESIGN CONSULTANTS and of Persons directly or indirectly employed, engaged, or appointed by them as it is for the acts or omissions of Persons directly employed, engaged or appointed by DESIGN CONSULTANT. Entry into any subcontract shall not relieve DESIGN CONSULTANT of any of its obligations hereunder.
- V. The DESIGN CONSULTANT shall share a copy of all subcontracts with the Company within 7 days of their execution. Furthermore, in case any SubDESIGN CONSULTANT is not performing its obligations in accordance with the terms of its subcontract, the Company shall have the right to require the DESIGN CONSULTANT to terminate such subcontract, at the risk, cost and expense of the DESIGN CONSULTANT. If any SubDESIGN CONSULTANT provides any warranty, performance guarantee or other continuing benefits in relation to the Materials and/or the Works which extends beyond the Defects Liability Period applicable to the Materials and/or the Works, the DESIGN CONSULTANT shall, at least 30 days prior to the expiry of the Defects Liability Period or termination of the PO or this GCC, assign such warranty, performance guarantee or other continuing benefits to the Company.

9. TERMINATION:

I.1 1. Termination by Company for cause (DESIGN CONSULTANT's Event of Default)

The PO may be terminated for cause by the Company by issuing a notice of termination:

- (a) if the DESIGN CONSULTANT breaches any term of this GCC or/and the PO, and the Company has given the DESIGN CONSULTANT written notice of the alleged breach, and the DESIGN CONSULTANT has not cured the breach within 15 (fifteen) days after delivery of such notice.
- (b) if DESIGN CONSULTANT repudiates, or threatens to repudiate, any of its obligations under this GCC and/or the PO;
- (c) if DESIGN CONSULTANT fails to, or threatens not to, timely execute the Works, conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this GCC and the Purchase Order.
- (d) if DESIGN CONSULTANT fails to provide Company, within a commercially reasonable time after Company's request (but in no case exceeding 14 (fourteen) days after such request) with adequate and reasonable assurance of DESIGN CONSULTANT's financial and operational capability to perform timely any of DESIGN CONSULTANT's obligations under this GCC and/or the PO;
- (e) if, as a result of any breach by DESIGN CONSULTANT of any of its obligations under this GCC and/or the PO, Company's customer or Company requires that Company engage any other third-party entity to perform the obligations of the DESIGN CONSULTANT;
- (f) if DESIGN CONSULTANT takes any action, or fails to take any action, required under this GCC and/or the PO or any other agreement between Company and DESIGN CONSULTANT, or as reasonably requested by Company, the result of which is any imminent interruption or delay, or the threat of an imminent interruption or delay, in any production at any of Company's or its customer's facilities;
- (g) if, without obtaining Company's prior written consent, (i) DESIGN CONSULTANT sells, leases or exchanges any material portion of DESIGN CONSULTANT's assets, (ii) DESIGN CONSULTANT merges or consolidates with or into another Person, or (iii) a change in Control of DESIGN CONSULTANT occurs;
- (h) any representation or warranty of the DESIGN CONSULTANT made herein was or becomes materially incorrect or misleading and the DESIGN CONSULTANT has failed to remedy the same within 30 (thirty) days of receipt of notice from the non-breaching Party; or
- (i) any proceeding is instituted against the DESIGN CONSULTANT seeking to adjudicate the DESIGN CONSULTANT as a bankrupt or insolvent and such proceeding is not stayed or dismissed within 30 days of filing, or if the DESIGN CONSULTANT makes a general assignment for the benefit of its creditors, or if a

receiver is appointed on account of the insolvency of the DESIGN CONSULTANT, or if the DESIGN CONSULTANT files a petition seeking to take advantage of any other laws extent in India relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts, or if the DESIGN CONSULTANT admits in writing its inability to pay its debts when due, or the DESIGN CONSULTANT dissolves or is liquidated or takes or authorizes any action in respect of such a dissolution or liquidation; and/or

- (j) pursuant to any other provisions in this GCC and/or the PO under which the Company has the right of terminate.

2. Termination by DESIGN CONSULTANT for Company's Default.

This GCC and the PO may be terminated for cause by the DESIGN CONSULTANT by issuing a notice of termination if the Company has failed to make payment of undisputed, certified, due and payable amounts to the DESIGN CONSULTANT and such failure has continued for 120 days after the notice thereof, by issuing a notice of termination after the expiry of such period.

3. The Company shall have the right, at all times, to terminate the PO without cause or for convenience, at its sole discretion, by issuing a notice of termination to the DESIGN CONSULTANT of 15 days, without incurring any liability. Such termination shall become effective on the expiry of such 15 days, or any other period as mentioned by the Company in the notice of termination.

4. Unless otherwise specified in the notice of termination, the Purchase Order shall stand terminated vis-à-vis the Works which have not been executed or completed by the DESIGN CONSULTANT on the expiry of the notice period set out in the notice of termination or where a cure period has been provided and the default has not been remedied to the satisfaction of the Company, on expiry of such cure period. In the event of termination, COMPANY shall not be liable to pay any amount to the DESIGN CONSULTANT over and above the amounts already approved, paid towards Works already executed up to the date of termination based on invoices raised as per this GCC and no claim for any money or any other amounts shall lie against the COMPANY. The Company shall, in the event of terminating the PO under this clause, be fully entitled to receive any unrecovered advance, paid to the DESIGN CONSULTANT, from the DESIGN CONSULTANT and thereafter the Company shall return back the Retention Amount, or the Retention Bank Guarantee submitted by the DESIGN CONSULTANT. The DESIGN CONSULTANT agrees not to raise any dispute or objection in this regard. Upon termination hereunder the DESIGN CONSULTANT shall forthwith handover the Works on as is where basis to the Company or to any Other DESIGN CONSULTANT designated by the COMPANY.

5. The Parties may, on mutual understanding, terminate the PO provided a prior written notice of 45 (forty-five) days or any other mutually agreed period is provided to both Parties prior to such termination of the PO.

6. Effect of Termination

In no event shall the Company be liable for and will not be required to make payments to the DESIGN CONSULTANT, directly or on account of claims by DESIGN CONSULTANT's, for loss of anticipated profit,

unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges.

10. DESIGN CONSULTANT'S OBLIGATIONS

10.1 Protection Against Work Interruptions

DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted performance of the Works during any foreseeable or anticipated event or circumstance that could interrupt or delay DESIGN CONSULTANT's performance under this GCC and/or the PO, including Force Majeure event, any labour disruption, whether or not resulting from the expiration of DESIGN CONSULTANT 's labour contracts.

10.2 DESIGN CONSULTANT 's Financial Condition

DESIGN CONSULTANT shall furnish Company with statements accurately and fairly evidencing DESIGN CONSULTANT's financial condition as Company may, from time to time, reasonably request. DESIGN CONSULTANT shall promptly notify Company, in writing, of any and all events that have had or may have a material adverse effect on DESIGN CONSULTANT 's business or financial condition, including any change in management, sale, lease or exchange of a material portion of DESIGN CONSULTANT's assets, a change in Control of DESIGN CONSULTANT, or the breach of any loan covenants or other material obligations of Company to its creditors.

10.3 Compliance with Laws

- a. DESIGN CONSULTANT shall at all times comply with all Applicable Laws applicable to this GCC and the WO, DESIGN CONSULTANT 's operation of its business and the exercise of its rights and performance of its obligations hereunder. Without limitation of the foregoing, DESIGN CONSULTANT shall ensure the Works conform fully to any Applicable Laws. Upon Company's reasonable request, DESIGN CONSULTANT shall provide Company with: (a) written certification of DESIGN CONSULTANT 's compliance with Applicable Laws; (b) written certification of the origin of any Materials in the Works; and (c) any additional information regarding the Works requested by Company such that Company may comply in a timely manner with its obligations under Applicable Laws.
- b. The DESIGN CONSULTANT represents, warrants, and covenants that its shall comply with all Applicable Laws and Approvals in relation to the Works including in relation to the sale, packing, transportation, execution and installation of Works and the Materials. The DESIGN CONSULTANT warrants that no Applicable Law or Approvals shall be violated in the manufacture, procurement, sale, delivery and installation of any of the Materials or the Works pursuant to the PO or this GCC. The DESIGN CONSULTANT further warrants that compliance with Applicable Law and the Approval shall be and has been maintained at all times. The DESIGN CONSULTANT will ensure its Sub DESIGN CONSULTANTS, agents, directors, officers, personnel and others acting through or on behalf of the DESIGN CONSULTANT comply with all Applicable Laws relating to the Works, and it shall obtain from the applicable Government Authorities all Approvals required, and the DESIGN CONSULTANT shall give all notices and pay all fees and charges that are and that can be demanded by the Governmental Authorities or the Applicable Laws.

Payment of all such fees and charges will be at the sole risk and cost of the DESIGN CONSULTANT. The DESIGN CONSULTANT shall directly obtain all Approvals, including from customs, etc., required for the execution of the Works at its sole risk and cost.

c. The DESIGN CONSULTANT 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 DESIGN CONSULTANTs its employees, labour, workmen, and SubDESIGN CONSULTANTs to comply with this clause. The provision of this Clause 12.4 (c) shall survive completion or termination of the Purchase Order and this GCC.

d. **Compliance with Labour Laws**

(i) The DESIGN CONSULTANT shall comply and abide in all respects with the provisions of Applicable Laws related to the DESIGN CONSULTANT's employees, labour, and workers and to its SubDESIGN CONSULTANTs 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 DESIGN CONSULTANT is further presenting that there is no inquiry /investigation pending by any Government Authorities as against the DESIGN CONSULTANT or its employees. As per the Applicable Laws, the DESIGN CONSULTANT shall have procured separate code number under the schemes of Provident Fund and Employee State Insurance. The DESIGN CONSULTANT shall be solely responsible for payment of salaries, wages and other legal dues of the employees, labour and workers employed by the DESIGN CONSULTANT for the purpose of rendering services under this Agreement.

(ii) The DESIGN CONSULTANT shall indemnify the COMPANY against any and all legal action, proceedings, claims and expenses arising from any noncompliance in this respect and in respect of any payments to be made under the Applicable Law.

(iii) The DESIGN CONSULTANT 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 DESIGN CONSULTANT shall submit the details of labor employed every day, trade wise if so desired by the COMPANY. The DESIGN CONSULTANT 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. DESIGN CONSULTANT shall not employ any Child Labor at work. The DESIGN CONSULTANT 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 DESIGN CONSULTANT 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 DESIGN CONSULTANT to submit the copies of all the Insurance policies like Workmen Compensation & Third party liability before commencement of work.

11. SUSPENSION:

Company may suspend the work s in whole or in part at any time by giving DESIGN CONSULTANT notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receipt of notice of suspension, the DESIGN CONSULTANT shall stop all such work which the Company has directed to be suspended with immediate effect

12. ANTI BRIBERY:

Each party agrees that it shall, and shall procure that its employees, subsidiaries, agents, sub-DESIGN CONSULTANTS, consultants and any other person acting on its behalf in connection with this Agreement shall: (a) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) (“Anti-Bribery Laws”), and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a financial or other advantage (i) to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) to any other person with the intention of inducing or rewarding the improper performance of a function or activity, (b) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to this Agreement that would constitute an offence under any applicable Anti-Bribery Laws, (c) not engage in any activity, practice or conduct which would constitute tax evasion or the facilitation of tax evasion and comply with all applicable laws, statutes, regulations, and codes in force from time to time relating to tax evasion or the facilitation of tax evasion; and (d) disclose to the other party in writing immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this condition. Any failure by either party to perform its obligations under, or procure compliance with, this condition shall be deemed to be a material breach of this Agreement by that party, such breach being incapable of remedy and giving the other party the right to terminate this Agreement by written notice with immediate effect.

Modern Slavery

The parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force. In performing its obligations under this Agreement, the parties shall take reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its supplies and, to the extent reasonable, other parties in the supply chain).

NON-SOLICITATION:

On and from the effective date and until the expiry of the term of this agreement, the DESIGN CONSULTANT shall not, and shall ensure that its Affiliates and representatives shall not:

(a) directly or indirectly hire or solicit any employee or officer of the Company or its Affiliates or its associates or its joint venture entities, except pursuant to a general solicitation or advertisement published in a public forum and which is not directed specifically to any such employee or officer; and;

(b) influence or attempt to influence, interfere with, tender for, canvass, solicit, entice away or attempt to solicit or entice away, whether on its own or on behalf of any Person, any past, present, or potential customer, lessee, licensee, tenant, referral source, supplier, service provider or vendor of the Company or its Affiliates or seek to discourage any such Person from doing business with the Company or any of its Affiliates.

13. FORCE MAJEURE

a. "**Event of Force Majeure**" means strike or other form of industrial action; act of God; riot, civil disturbance or acts of terrorism; fire, flood or severe weather, epidemics, pandemics etc, provided that such event is (i) beyond the reasonable control of a Party, (ii) which such Party could not reasonably have protected against before entering into the PO and/or the GCC, (iii) which, has arisen despite the affected Party taking all reasonable efforts and complying with Good Industry Practice; and (iv) which materially impacts performance of the affected Party's obligations under this the PO and/or the GCC.

b. Notwithstanding that an Event of Force Majeure otherwise exists, the provisions of this clause shall not excuse:

- (i) failure of the DESIGN CONSULTANT to obtain or maintain any consent due to negligence or default or any breach of default of the DESIGN CONSULTANT;
- (ii) any failure of the DESIGN CONSULTANT to research, consider, plan for or take into account reasonably foreseeable ground and weather conditions;
- (iii) any failure by the DESIGN CONSULTANT which result in the failure where the cause of such failure by the DESIGN CONSULTANT would not otherwise constitute an Event of Force Majeure pursuant to this clause;
- (iv) delayed performance or failure of performance by DESIGN CONSULTANT caused by DESIGN CONSULTANT or its subDESIGN CONSULTANTS' failure to engage qualified subDESIGN CONSULTANTS or DESIGN CONSULTANTS or to hire an adequate number of personnel or labour;
- (v) delay in the performance of the Works caused on the part of DESIGN CONSULTANT or its subDESIGN CONSULTANTS;
- (vi) delays resulting from reasonably foreseeable unfavourable weather or sea conditions or other similar reasonably foreseeable adverse conditions.

c. In the event of occurrence of an Event of Force Majeure, the Party affected by such Event of Force Majeure ("**Affected Party**") shall be entitled to suspend the performance of only such part of its obligation hereunder which is affected by such Event of Force Majeure. Provided, however, the Party claiming relief from Force Majeure shall have the burden of proof as to whether such Event of Force Majeure has occurred and whether performance hereunder is excused as a result thereof, to the satisfaction of the Company.

- d. If such failure or delay occurs, the Affected Party, that is not able to perform its obligations, shall notify the other Party of the occurrence thereof as soon as possible, and the Parties shall discuss the most suitable way to resolve, mitigate or minimize the effects of the Event of Force Majeure.
- e. The Affected Party shall give notice of any Event of Force Majeure to the other Party as soon as reasonably practicable, but not later than 5 (five) business days after the date on which it knew or should reasonably have known of the commencement of the Event of Force Majeure. Such notice shall include full particulars of the Event of Force Majeure, its effects on the Affected Party and the remedial measures proposed. The Affected Party shall give the other Party regular (weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Event of Force Majeure. The Affected Party shall also give notice to the other Party of:
 - (i) the cessation of the relevant Event of Force Majeure; and
 - (ii) the cessation of the effects of such Event of Force Majeure on the performance of its rights or obligations under the PO and/or the GCC, as soon as practicable after becoming aware of each such cessation.
- f. In the event the Affected Party fails to provide the written notices required under this clause within the time periods specified therein, such Party shall forfeit its right to claim such specific occurrence or event as constituting an Event of Force Majeure under the PO and the GCC.
- g. To the extent not prevented by an Event of Force Majeure, the Affected Party shall continue to perform its obligations pursuant to this GCC. The Affected Party shall use its reasonable efforts to mitigate the effect of any Event of Force Majeure as soon as practicable.
- h. It is clarified that the DESIGN CONSULTANT shall not be relieved from any obligation to pay any amount due to the Company, pursuant to the terms of the PO or this GCC or the Applicable Laws, which has been incurred prior to the commencement of the Event of Force Majeure by reason of an Event of Force Majeure.
- i. In the event that the Parties are unable in good faith to agree that an Event of Force Majeure has occurred, or performance hereunder is excused as a result thereof, the Parties shall submit the dispute for resolution pursuant to Clause 23 and the Party claiming relief from Force Majeure shall have the burden of proof as to whether such Event of Force Majeure has occurred and whether performance hereunder is excused as a result thereof.
- j. If the performance of obligations of either Party is prevented for a continuous period of 60 (sixty) consecutive days by reason of an Event of Force Majeure of which notice has been given, or for multiple periods which total more than 150 (one hundred and fifty) days within one-year period due to the same notified Event of Force Majeure, then either Party may give to the other Party a notice of termination of the GCC and the WO. In this event, the termination shall take effect 7 (seven) days after the notice is given.

14. ASSIGNMENT:

The Company, at its sole discretion, shall have the right to assign or otherwise transfer the Work Order and this GCC in favour of the any other third party, including permitted assigns, successors, Affiliates, group companies, parent company and/or its lenders, investors and any entity acquiring substantial portion of shares or assets of Company.

All assignment or any other transfer, by the DESIGN CONSULTANT shall be subject to the DESIGN CONSULTANT procuring the prior written consent of the Company. Any attempted assignment or transfer in violation of this section shall be void.

15. WAIVER OF RIGHTS:

DESIGN CONSULTANT shall furnish waivers and releases of any and all social and moral rights, interests, charges or encumbrances (whether artistic work or any other creative work).

16. INDEMNIFICATION AND OVERALL LIMITATION OF LIABILITY:

- a. Notwithstanding any limitation of liability contained herein, the DESIGN CONSULTANT shall defend, indemnify and hold harmless the Company, its lenders, Affiliates and any of their respective officers, directors, employees, subDESIGN CONSULTANTS, agents and / or representatives (each individually and respectively the “**Indemnified Party(ies)**”), from and against any and all Claims made and / or Losses suffered or incurred by the Indemnified Party(ies) attributable to (a) violation of any Applicable Law (including with respect to any applicable anti-graft, anti-bribery or anti-corruption law or regulation) by negligence or misconduct of the DESIGN CONSULTANT, its subDESIGN CONSULTANTS, sub-DESIGN CONSULTANTS, vendors, and any of their respective officers, directors, employees, subDESIGN CONSULTANTS, agents and / or representatives or anyone employed thereby (each individually and respectively “**DESIGN CONSULTANT’s Representatives**”); (b) breach of any term of the PO or these GCC by the DESIGN CONSULTANT and / or DESIGN CONSULTANT’s Representatives, and (c) any damage or injury to any Person (including the Indemnified Parties) or to the physical property of any Person (including Indemnified Parties); (d) any fraud, negligence, or misconduct of any DESIGN CONSULTANT or DESIGN CONSULTANT’s Representatives or anyone directly or indirectly employed by them of anyone for whose acts they may be liable; (e) breach of confidentiality obligations; (f) breach of obligations under the Purchase Order and this GCC.

- b. Notwithstanding any limitation of liability contained herein, the DESIGN CONSULTANT shall defend, indemnify and hold harmless Indemnified Parties, from and against any and all Losses suffered or incurred by the Indemnified Parties in connection with any Claim brought against or Losses suffered or incurred by the Indemnified Parties on account of any infringement or on the assertion that the Works infringe or misappropriate any Intellectual Property Right (as defined hereunder) of any third party (a) by the Company’s use or possession of any Intellectual Property Rights (including, without limitation, designs, programs, methods or processes) or otherwise contained in the Intellectual Property Rights to which a licence has been granted by the DESIGN CONSULTANT to the Company for such use or possession; or (b) the DESIGN CONSULTANT’s design, manufacture, construction or execution of the Works, or (c) otherwise by the use of the Works.

- c. If any such Claim materially impairs the value of, or right to use, the Works, then the DESIGN CONSULTANT shall procure, at its own expense, the right to secure such rights as are reasonably required to maintain the value of the Works, including, without limitation, at its own election (a) modifying infringing Works to make them non-infringing; (b) procuring right of continued use; or (c) substituting such Works with non-infringing Works satisfying all technical specifications and other specifications agreed in this GCC and the PO applicable to such Works; provided, however, that to the extent that any of the foregoing actions materially and adversely impact the electricity generating capacity, or operation or maintenance, of the Works, the DESIGN CONSULTANT shall refund the portion of the price paid for the Works equivalent to the greater of (i) the reduction, if any, in the fair market value of the Works as a result of such actions, or (ii) the loss in revenue to any Indemnified Party attributable to such adverse impact upon electricity generation of the Works.
- d. The terms of this clause shall survive the expiry or early termination of this GCC and the PO.
- e. IN NO EVENT SHALL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE PO OR THIS GCC, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. ARBITRATION:

- a. The Parties hereto ascribe to the principle that the expeditious and equitable settlement of disputes arising under this GCC and/or the PO is to their mutual advantage and in their best interest. To this end, they therefore, agree to use their best efforts to resolve all differences of opinion and to settle all disputes arising in connection with this GCC and/or the PO through co-operation and consultation.
- b. If a dispute is not resolved during the course of discussions and/or a meeting arranged under Clause 19 (c), it shall be referred to the management of both the Parties who shall seek to resolve the dispute in good faith as expeditiously as possible and, in any event, within 10 business days of the dispute being so referred (or such other period of time as the parties may agree).
- c. Nothing in this Clause 19 shall restrict the right which either party may have to seek injunctive relief in respect of a breach of this GCC or the WO.
- d. If the management is unable to resolve the dispute having a value of more than Rs. 1 crore within such period, a Party may refer the dispute to finally be resolved by arbitration in Mumbai in accordance with the Arbitration Rules of Mumbai Centre for International Arbitration (“**MCIA Rules**”), which rules are deemed to be incorporated by reference in this clause.

- e. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 12.3 of the MCIA Rules.
- f. The seat of the arbitration shall be Mumbai.
- g. The Tribunal shall consist of one arbitrator appointed mutually by the Parties.
- h. The language of the arbitration shall be English.
- i. The law governing this arbitration agreement shall be Indian laws.
- j. For any other disputes, the Parties may take any further steps to which it is entitled, including court action, in respect of such dispute.

18. GOVERNING LAW & JURISDICTION

The PO and this GCC, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and governed by the laws of India. Subject to Clause 19, the Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai only.

19. INFRINGEMENT:

A. The DESIGN CONSULTANT shall defend, at its own expense, any suit or claim that may be instituted against the Company or any customer of the Company for alleged infringement of patents, trade secrets, copyrights or other Intellectual Property Rights relating to the Works, and the DESIGN CONSULTANT shall indemnify the Company and its customers for all ascertained costs and damages arising out of such alleged infringement, provided that:

- (i) The Company gives the DESIGN CONSULTANT reasonably prompt notice in writing of any such Claim or action and permits the DESIGN CONSULTANT, through its counsel of choice, to answer the charge of infringement and control the defence of such action; and
- (ii) Company provides to the DESIGN CONSULTANT information, assistance, and authority (at DESIGN CONSULTANT's expense for reasonable out of pocket expenses incurred by Company in connection therewith) to enable the DESIGN CONSULTANT to defend such Claim or action.

B. The Company shall have the right, at no additional charge, to use and/or reproduce the DESIGN CONSULTANT's applicable Intellectual Property Rights, literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. The DESIGN CONSULTANT shall advise the Company of any updated information related to the foregoing literature and documentation with timely notifications in writing.

20. ENTIRE ORDER:

- a. The PO, which includes the GCC, along with any related Annexures, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, representations, warranties, whether written or oral, express or implied, between them.
- b. It is hereby clarified that the terms and conditions set out in the PO, including but not limited to the specific commercial and technical terms and conditions, payment terms, , any milestone clause, terms and conditions of performance of the Works, shall supersede over the term and conditions set forth under this GCC, provided, however, the PO and the GCC are supplementary in nature and, to the extent possible, shall always be read harmoniously.

21. CONFIDENTIAL INFORMATION:

- a. DESIGN CONSULTANT agrees to keep confidential, at all times, all information concerning the business or operations of the Company or in regard to the design changes, improvements, inventions, know-how, or process of the Works , including any Confidential Information, drawings, designs, documents etc., if any, provided by the Company to the DESIGN CONSULTANT pursuant to this GCC and/or the PO, so as to protect the Company's lawful interests. DESIGN CONSULTANT shall consult the Company and obtain the prior written consent of the Company in case the DESIGN CONSULTANT needs to disclose any such Confidential Information to a third party. However, the Company shall have the right to share information of the DESIGN CONSULTANT with its Affiliates, group companies, parent company and/or its lenders, investors and any entity acquiring substantial portion of shares or assets of the Company. Further, the DESIGN CONSULTANT shall not use such information for any purpose other than for the purpose of performing its obligations under this GCC and/or the PO.
- b. The confidentiality obligation of the DESIGN CONSULTANT shall survive the termination or expiration of this GCC and the PO.

22. ACCEPTANCE OF ORDER:

DESIGN CONSULTANT shall acknowledge the receipt of the PO and confirm their acceptance to the same in writing within 3 (three) days of receipt of the PO, failing which, it shall be deemed that the order is unconditionally accepted by the DESIGN CONSULTANT.

23. INTELLECTUAL PROPERTY:

a. Ownership

Each of the Parties acknowledges and agrees that:

- (i) each Party retains exclusive ownership of its Background Intellectual Property Rights;

- (ii) Company does not transfer to DESIGN CONSULTANT any of its Background Intellectual Property Rights, and DESIGN CONSULTANT may not use any of 'Company's Background Intellectual Property Rights other than to perform, execute and complete the Works to Company hereunder;
- (iii) DESIGN CONSULTANT hereby grants and licenses to Company to use any of DESIGN CONSULTANT's Background Intellectual Property Rights as may be required in relation to use, ownership and operations of the Works including the right to resell Works, repair such Works, or incorporate Works purchased from DESIGN CONSULTANT;
- (iv) all Foreground Intellectual Property Rights will be owned by Company;
- (v) DESIGN CONSULTANT assigns to Company all of DESIGN CONSULTANT's right, title and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation and manuals), the Parties agree that such works are "works made for hire" for Company;
- (vi) DESIGN CONSULTANT shall only use the Foreground Intellectual Property Rights to produce, perform, execute, supply and complete the Works; and
- (vii) DESIGN CONSULTANT waives any claim against Company, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against DESIGN CONSULTANT or Company for infringement of any Intellectual Property Rights.

b. Prohibited Acts

Each of the Parties shall not:

- (i) take any action that may interfere with the other Party's Intellectual Property Rights, including such other Party's ownership or exercise thereof;
- (ii) challenge any right, title or interest of the other Party in such other Party's Intellectual Property Rights;
- (iii) make any claim or take any action adverse to such other Party's ownership of its Intellectual Property Rights;
- (iv) register or apply for registrations, anywhere in the world, the other Party's trademarks or any other trademark that is similar to such other Party's trademark[s] or that incorporates such trademarks in whole or in confusingly similar part;
- (v) use any mark, anywhere, that is confusingly similar to the other Party's trademarks;
- (vi) misappropriate any of the other Party's trademarks for use as a domain name without such other Party's prior written consent; or
- (vii) alter, obscure or remove any of the other Party's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Materials or Works purchased under this GCC and the PO, marketing materials or other materials.

c. License of DESIGN CONSULTANT's Background Intellectual Property Rights

DESIGN CONSULTANT grants to Company an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses or assign, to use DESIGN CONSULTANT's Background Intellectual Property Rights to produce, use, sell and to obtain, from alternate sources, products and services similar to the

Works (including related systems and components) following the expiration or earlier termination of this GCC and the PO and in connection with 'Company's rights hereunder to execute, perform and complete the Works from an alternative source at any time.

- d. The DESIGN CONSULTANT shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any licence or permission in respect of any of the Intellectual Property Rights.
- e. The DESIGN CONSULTANT shall, at its sole cost and expense, settle or defend and pay any costs (including attorney's fees) and damages awarded in connection with, and shall defend, indemnify and hold harmless the Company, its Affiliates, its lenders and any of its respective officers, directors, employees, subDESIGN CONSULTANTS, agents or representatives, from and against, any and all suits, actions, administrative proceedings, Claims, fees, Losses, demands, costs, charges and expenses of whatsoever nature, including reasonable attorneys' fees and expenses, which the foregoing any of the indemnified party(ies) may suffer for or on account of any infringement or alleged infringement of any third party Intellectual Property Rights (a) by the Company's use or possession of any Intellectual Property Rights (including, for the avoidance of doubt, computer programs, methods or processes) or otherwise contained in the DESIGN CONSULTANT's Documents to which a licence has been granted by the DESIGN CONSULTANT to the Company for such use or possession; or (b) the DESIGN CONSULTANT's design, manufacture, construction or execution of the Works, or (c) otherwise by the use of the Works.
- f. The terms of this clause shall survive the expiry or early termination of this GCC and the PO.

24. MISCELLANEOUS:

a. Notice

Any notice or other information required under or in connection with this GCC or/and the PO to be given by either Party to the other Party, must be in writing and may be given by hand, courier, email or comparable means of communication, to the other Party at:

In case of Company:

: M/s Semolina Kitchens Pvt Ltd.

For attention of: Akshay Sharma

Address: 504, Regus, Level-5, Caddie Commercial, Tower, Hospitality District Aerocity, New Delhi, India, 110037

Email ID: Akshay.sharma@semolinakitchens.com

In case of DESIGN CONSULTANT:

As provided in the format attached as Annexure B hereto.

Any notice or other information given by courier shall be deemed to have been given on signature of a delivery receipt or on the 5th (fifth) day after the envelope containing the same was so sent by courier, and proof that the envelope containing any such notice or information was properly addressed and sent by courier and that it has not been so returned to the sender. Legal notices, service and any legal proceedings concerning or arising out of this GCC and/or the PO shall be affected by causing the same to be delivered to the Party to be served, at its registered office, or to such other address as may from time to time be notified in writing by the Party concerned.

Email shall be considered a valid mode of transmission of notices and any such notice or other information sent by e-mail (with confirmation of transmission) shall be deemed to have been duly given on the next business day after transmission. Provided however, in relation to legal notices or other documents of a similar nature, delivery over email shall be accompanied with physical delivery to the other Party as set out in the paragraph above, in which case, such notices shall be deemed to have been given (i) on the next business day after transmission of email or (ii) upon delivery at the address of the other Party (as set out above), whichever is earlier. Details of the email of the Company shall be provided by the Company in the PO.

b. Legal Relationship

This GCC and/or the PO does not in any respect make DESIGN CONSULTANT an agent or a partner of Company, nor does it establish any joint venture between the Parties or authorize DESIGN CONSULTANT to transact any business in the name of Company or to incur any obligation or liability for or on behalf of Company. Each Party confirms it is acting on its own behalf and not for the benefit of any other Person.

c. Severability

If any provision or part-provision of this GCC and/or the PO is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this GCC and/or the PO, unless such above mentioned contravening provision relates to a material part of this GCC and/or the PO and / or is not severable, in which case, the whole GCC and/or the PO would be terminated by way of the Parties' agreement or an arbitral award.

d. Waiver

Failure or delay of either Party at any time to require performance of any provision of this GCC and/or the PO shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision.

e. No Verbal Agreements or Changes in GCC and the PO

It is mutually agreed by the Parties that no amendment or variation of this GCC and/or the PO shall be effective unless it is in writing and duly executed by both Parties hereto.

f. No Third Party Beneficiaries

Any agreement herein contained, express or implied, shall be only for the benefit of the Parties to this GCC and/or the PO and their respective successors and permitted assigns, and such agreements shall not inure to the benefit of any other party, whomsoever, it being the intention of the Parties to this this GCC and/or the PO that no one shall be deemed to be a third party beneficiary of this GCC and/or the PO.

It is hereby clarified that in the event that the Company has a definitive agreement executed in relation to its project in which the Works are supplied, incorporated, used, operated or supported by, any relief provided by the Company to the DESIGN CONSULTANT limited to extension of time and back to back with any such relief provided to the Company under such definitive agreements may, at the sole discretion of the Company, be provided to the DESIGN CONSULTANT.

g. Special Representations of DESIGN CONSULTANT.

- (i) The Works shall be executed, performed and completed pursuant to the timelines agreed by the Parties and the DESIGN CONSULTANT represents, warrants and covenants that it (a) owns or has sufficient rights to all Intellectual Property Rights necessary for it to perform its obligations under this GCC and/or the PO, and (b) it has not received notice from any third party claiming infringement of such third party's Intellectual Property Rights regarding the same.
- (ii) DESIGN CONSULTANT represents and warrants that it is competent to execute, perform and complete the Works in the most effective manner.
- (iii) DESIGN CONSULTANT represents and warrants that it has, and it shall maintain sufficient financial resources, technical know-how, operational capacity and sufficient competent and experienced experts to meet its obligations under this GCC and the PO.

The DESIGN CONSULTANT further represents and warrants that no criminal proceeding / investigation is pending against it or its directors, promoters or beneficial owners. DESIGN CONSULTANT recognizes that the Company has entered into this GCC and the PO in good faith relying on such representation.

25. DEFINITIONS AND INTERPRETATION

a. Definitions

In this GCC unless the context otherwise requires, capitalised terms shall have the meaning ascribed to them below or in the body of this GCC:

“Affiliates” means any Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with that Person;

“Applicable Law” means any and / or all statutes, laws, bye-laws, regulations, ordinance, rules, judgments, orders, decrees, ordinances, directives, notifications, circulars, guidelines, policies, requirements, Approvals, or other governmental restrictions or any similar form of decisions, including any amendments thereto, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority, as may be applicable to the obligations to be performed by the DESIGN CONSULTANT under the PO and this GCC and the obligations of the DESIGN CONSULTANT;

“Approval(s)” means any and all authorizations, clearances, licenses, no-objection certificates, exemptions, privileges, approvals, registrations, permits, waivers, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned Government Authority relating to the Works or for the performance by DESIGN CONSULTANT of its obligations under the PO or this GCC, as may be required under the Applicable Laws.

“Authorized Representative” means the Company’s representative appointed by the Company and includes a ‘Project Head’ or such other Person(s) as may be designated in writing by the Company. For all practical purposes, the Authorized Representative shall act in close co-ordination with PMC being appointed.

“Background Intellectual Property Rights” means Company’s Intellectual Property or DESIGN CONSULTANT’s Intellectual Property, as applicable, except for any Foreground Intellectual Property Rights.

“Confidential information” will mean any data, information and know-how, in any form of media, including oral statements, disclosed or otherwise made available (including for observation) by the Company to the DESIGN CONSULTANT in connection with the Purchase Order, which is not publicly available, including any and all information, documents, technology, plans, programs, processes, procedures, designs, know-how, markets and business plans relating to the subject matter of the Purchase Order, including any other information which, considering its nature or the circumstances of its disclosure, ought in good faith be treated as Confidential Information, whether or not such materials, information or documents were marked ‘confidential’.

“Control” means:

- (i) ownership or control (whether directly or otherwise) of more than 50% (fifty percent) of the share capital, voting rights or voting interest or the like of the controlled entity; or
- (ii) ownership of share capital, voting capital, voting rights or voting interests, or the like by contract or otherwise, conferring control of the affairs of the controlled entity, control of or the power to control the

composition of, or power to appoint, more than 50% (fifty percent) of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity;

“Claim” means all claims, suits, actions, administrative proceedings, claims, fees, Losses, demands, costs, charges and expenses of whatsoever nature, including reasonable attorneys’ fees and expenses.

“Defect(s)” means any defect, deficiency or damage in the Works, on account of, *inter alia*, faulty design, manufacturing, workmanship, storage, handling, packaging, or transportation and faulty materials, as would result in (a) operational failure of the project of Company; and/or (b) failure to comply with the Company’s requirements or not in accordance with the instructions or agreed technical specifications and/or (c) any work, material, or item not being manufactured, carried out, installed or supplied in accordance with, or violation of or not being otherwise in compliance in with the Applicable Law or any other terms and conditions of this GCC and ‘Defective’ shall be construed accordingly.

“Defects Liability Period” shall mean a period of 1 year from the date of Virtual Completion for commercial operations or such extended period, beyond the aforementioned timeline, as may be mentioned in the PO or required by the Company for rectification of Defective Works during which period the DESIGN CONSULTANT 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 DESIGN CONSULTANT.

“DESIGN CONSULTANT” means the entity engaged by the Company in the WO, the details of which shall be captured separately.

“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 rectification of Defective Works in all respects to the satisfaction of the Company, and following which the COMPANY can draw up a final account in respect of the concerned Project;

“Foreground Intellectual Property Rights” means any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Works, that are either developed by Company alone, by Company and DESIGN CONSULTANT jointly or by DESIGN CONSULTANT alone as requested by Company in connection with this GCC and the PO.

“GCC” means these general conditions of contract forming part of the PO.

“Good Industry Practice” means those practices, methods, equipment, specifications and standards of safety and performance (as may change from time to time) employed by experienced international DESIGN CONSULTANTS or operators in the similar industry engaged in the same type of undertaking under the same or similar circumstances and conditions, which in the exercise of reasonable judgement in light of the facts known at the

time the judgement was made, are considered good, safe and prudent practice commensurate with standards of safety, performance, dependability, efficiency and economy;

“Government Authority” means the Government of the Republic of India, the government of the State in which the Works are performed, and or any central, state or municipal government and / or any ministry, department, board, agency, legislative body, department, political subdivision, authority or instrumentality thereof, including court or tribunal or judicial or quasi-judicial body of India of competent jurisdiction, or any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of parliament, state legislature and any successor thereof, having jurisdiction over the subject matter in question;

“GST” means the goods and services tax as applicable under the GST Act.

“GST Act” means the Central Goods and Services Tax Act, 2017, relevant state/ Union Territory Goods and Services Tax Act, the Integrated Goods and Services Tax Act, 2017, and the rules issued thereunder

“Intellectual Property Rights” means all of the following: (i) patents, designs together with any foreign counterparts, (ii) copyrights, statutory or common-law, arising under the laws of India, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the Indian Copyright Office, and the right to obtain all renewals thereof; (iii) trademarks, service marks, trade names, business names, domain names, and other rights in the nature of intellectual property rights however designated, whether registered or not, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the Indian Trademarks Office, or any other country, and the right to obtain all renewals thereof; as well as (iv) trade secrets, know-how including all confidential and proprietary information with respect to a specific product or process and information, including but not limited to written materials, equipment, facilities, tooling, facilities design, product parts, processes, ideas, formulations, documentation, designs, plans, and policies, programs (including source code, application graphic user interface, program summaries, program listings, program logic, programming tools, specifications, flow charts, file formats, manuals, reports, operation guides, installation guides, and other documentation or programming materials), research, processes and technology developments, sales strategies, databases of DESIGN CONSULTANTS, customers, employees, manufacturing, marketing, business plan, financial and personnel information whether in oral, graphic or electronic form

“Losses” means all liabilities, demands, proceedings, losses, costs and expenses, damages, penalties, fines, claims, actions and suits, including reasonable attorney’s fees and

“Other Consultants” means collectively all other DESIGN CONSULTANTS, agents, consultants and advisors apart from the DESIGN CONSULTANT engaged by the Company for the purposes of the Project, including but not limited to the PMC, the M&E concept consultant, design consultants, amongst others;

“**Person(s)**” shall include any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), limited liability partnership, proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.

“**Project**” means [•]; As mentioned in the PO

“**Project Manager**” or “**Project Manager Consultant**” or “**PMC**” means the Person appointed as such to act as the manager of the relevant Project 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 Authorised Representative or Other Consultants.

“**Company’s Intellectual Property**” means all Intellectual Property Rights owned by or licensed to Company, including all Foreground Intellectual Property Rights and any of ‘Company’s Background Intellectual Property Rights used in the design, production, manufacturing, execution, performance and completion of the Works.

“**Party**” refers to either the Company or the Seller, as the case may be, and both the Company and the Seller are collectively referred to as the “**Parties**”.

“**Company**” means the entity engaging the DESIGN CONSULTANT as mentioned in the Purchase Order.

“**Site**” means the location where the Works are to be executed by the DESIGN CONSULTANT.

“**DESIGN CONSULTANT's Intellectual Property**” means all Intellectual Property Rights owned by or licensed to DESIGN CONSULTANT, including any of DESIGN CONSULTANT’s Background Intellectual Property Rights used in the design, production, manufacturing, execution, performance and completion of the Works.

“**Works**” means the rendering, performance and/or delivery of all of the Materials and/or services collectively to be rendered, performed and/or delivered on work for hire basis by the DESIGN CONSULTANT for the purposes of the Project, and as set out in the PO 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 to the satisfaction of the Company and as per the instructions of the Company and in compliance with the Applicable Laws, Approvals and the Good Industry Practices.

“**Purchase Order**” or “**PO**” means the work order issued by the Company to the DESIGN CONSULTANT setting out the Works and/or any other terms and conditions in relation to the Works to be undertaken by the DESIGN CONSULTANT and other details in relation to the .

b. Interpretation

For the purposes of this GCC, unless expressly stated otherwise:

- (i) singular includes plural, and vice versa;
- (ii) words denoting individuals or Persons include corporations and other legal entities, and vice versa;
- (iii) headings are for convenience only and do not affect interpretation;
- (iv) references to an agreement or document are to that agreement or document (and, where applicable, any of its provisions) as amended, assigned, novated, supplemented or replaced from time to time;
- (v) references to a Party is a reference to the Company or the DESIGN CONSULTANT, as the context may require, and Parties refer to both the Company and the DESIGN CONSULTANT collectively;
- (vi) a reference to Applicable Laws includes a reference to any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
- (vii) the word “including” means “including without limitation” and “include”, “includes” and “in particular” must be construed similarly;
- (viii) a reference to an exhibit, schedule, attachment, annexure is a reference to an exhibit, schedule, attachment or annexure to this GCC, and a reference to this GCC includes an exhibit, annexure, attachment or schedule;
- (ix) a reference to a third person or a third party is a reference to a Person who is not a party to this GCC or the PO;
- (x) no rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this GCC, the PO or any provision in it;
- (xi) the recitals form an integral and essential part of this this GCC and the PO. All annexures attached to this GCC are incorporated herein and constitute an integral and essential part hereof as if written in this GCC;
- (xii) a reference to a Clause or section is a reference to a Clause or section of this GCC;
- (xiii) all measurements and calculations shall be in metric (SI) system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down;
- (xiv) any reference to “day” means a reference to a calendar day;

- (xv) any reference to month means a reference to a calendar month;
- (xvi) if a period of time is specified from a given day or from the day of an act of event, it is to be calculated exclusive of that day;
- (xvii) definitions within Clauses have the meaning ascribed thereto;
- (xviii) terms such as "hereof", "herein", "hereto", "hereinafter", "hereunder", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this GCC taken as a whole;
- (xix) the expression "writing" or "written" shall include communications by email, telex, telegram, facsimile (fax), registered post, hand delivery and letter; and
- (xx) Priority of agreements and errors/discrepancies:

Subject always to Clause 22, the PO, this GCC, and all other agreements and documents forming part of the transaction between the Company and the DESIGN CONSULTANT or referred to in this GCC are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this GCC, the priority of this GCC and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- A. the PO and all enclosures thereto;
- B. the GCC;
- C. the Annexures to the GCC;
- D. all other agreements and documents forming part hereof or referred to herein.

In case of conflict, ambiguities or discrepancies within this GCC, the following shall apply:

- A. between two or more Clauses of this GCC, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- B. between the Clauses of this GCC and Applicable Law, the provisions under Applicable Law shall prevail unless the Applicable Law allows for Parties to agree otherwise;
- C. between the Clauses of this GCC and the annexures, the Clauses of the GCC shall prevail;
- D. between any two annexures, the annexure relevant to the issue shall prevail;
- E. between any value written in numerals and that in words, the latter (i.e. in words) shall prevail.

26. LIST OF ANNEXURES

[•]

Annexure A
Format of Letter for details of Notices

[•ON THE LETTER HEAD OF THE DESIGN CONSULTANT•]

Date:

Reference No.:

To,

[•insert name of SKPL entity•],

[insert address]

For the attention of: [•]

Subject: Notice Details of [•insert name of DESIGN CONSULTANT•] in relation to the Purchase Order dated [•]

Dear [•],

We are hereby sharing our notice details for receiving any notices in relation to the purchase order dated [•] issued by [•insert name of SKPL entity•] (the “**Company**”) in relation to [•insert details of Works•] (“**Purchase Order**”) or the General Terms and Conditions of such Purchase Order (“**T&C(s)**”). Any notice or other information required under or in connection with the Purchase Order or the T&Cs to be given by the Company to us, shall be in writing and given by hand, courier, email or comparable means of communication, to us at:

[•insert name of DESIGN CONSULTANT•]

For attention of: [•insert name and designation•]

Address: [•insert address •]

Email: [•insert email•]

Any notice or other information given by courier shall be deemed to have been given on signature of a delivery receipt or on the fifth (5th) day after the envelope containing the same was so sent by courier, and proof that the envelope containing any such notice or information was properly addressed and sent by courier and that it has not been so returned to the sender. Any notice or other information sent by e-mail or any other comparable means of communication (with confirmation of transmission) shall be deemed to have been duly given on the next business day after transmission.

We understand and acknowledge that this letter is an integral and inseparable component of the aforementioned Purchase Order and T&Cs agreed to by the DESIGN CONSULTANT. Consequently, the provisions of the Purchase Order and T&Cs shall apply *mutatis mutandis* to this letter.

Yours s_____

[•Name•]

[•Designation•]

[•insert name of DESIGN CONSULTANT•]

Annexure B
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

Annexure C
Activities to be undertaken by the DESIGN CONSULTANT

- 1 DESIGN CONSULTANT shall ensure that a detailed Work Schedule is prepared and submitted by it to the Company for approval. Upon approving the same, the DESIGN CONSULTANT shall strictly adhere to the same at all times until the completion of the Project.

- 2 DESIGN CONSULTANT agrees to communicate the Company on a weekly basis the update with regards to the work completed at the Project The said weekly submission shall be in terms of the approved Work Schedule without any deviation.

- 3 DESIGN CONSULTANT shall ensure that it appoints a Project Manager who shall be responsible for the said Project

Annexure D 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 DESIGN CONSULTANTS, subDESIGN CONSULTANTS, 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 DESIGN CONSULTANTS and subDESIGN CONSULTANTS 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

DESIGN CONSULTANTS 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

DESIGN CONSULTANTS 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

DESIGN CONSULTANTS must report any suspected or confirmed cases of child labor to [Your Organization's Name] immediately. The DESIGN CONSULTANT 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 DESIGN CONSULTANT found in violation of this policy.

8. Certification of Compliance

DESIGN CONSULTANTS 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, DESIGN CONSULTANTS 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 DESIGN CONSULTANTS and subDESIGN CONSULTANTS regarding child labor prevention. Ensure that DESIGN CONSULTANTS 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.

Annexure E
ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY OF THE COMPANY

□. The Company demand quality goods/products and service at all times, and also expects the business partners to ensure that those goods/products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.

□. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-DESIGN CONSULTANTS. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. Key Principles

(i) Workforce rights

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations

(ii) Modern slavery

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. We expect our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or supply chain in respect of any goods/products, services or component parts supplied to or services provided to the Company.

(iii) Environmental standards

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:

- Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;

- ☐ Use manufacturing processes that:
- are energy and resource efficient
 - contain minimal use of virgin or rare materials
 - maximise use of post-consumer materials where possible
 - are non-polluting
 - recycle materials where appropriate

Report on these impacts and activities

(iv) Auditing and continual improvement

To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

THE ETHICAL TRADING INITIATIVE BASE CODE

4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

10. NO DISCRIMINATION IS PRACTISED

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

11. REGULAR EMPLOYMENT IS PROVIDED

- (i) To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX: Definitions

Child: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.

Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.