

Purchase Order

Order Number PO/SKPL/23-24/001516

27-10-2023 14:08:40

Shipped Location

Invoice Location

Corporate Address

Vendor No. V000461
Impulse Branding Solutions
10 Somanigram Opp, Amrutnagar, Ajit Glass,
Garden Road, Nr. Sunteck City, Goregaon West.
MUMBAI, 400104
India

LKN CIP lounge
Chaudhary Charan Singh International Airport

LKN CIP lounge
Chaudhary Charan Singh International
Airport
Amausi, Lucknow,
226009
India

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

P.A.N. No. BXQPM0988P
State Code

Amausi, Lucknow,
LUCKNOW, 226009
India
India

MUMBAI, 400018
State 27
State Name Maharashtra
Comp GST No. 27ABICS8699F1ZJ

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State 27
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Comp GST No. 27ABICS8699F1ZJ

Vendor GST No. 27BXQPM0988P4Z8

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

022-43224304
kumar.dhulap@travelfoodservices.com

Requisition
No.
PO Entry Date 27-10-2023

Vendor Inv. No.

ETA:

Payment Terms

Project ID GEN

Vendor Fax No.

Order Address

GSTIN 09ABICS8699F1ZH
No.

PO Type Capex-NSO

Vendor Email accounts@impulsebranding.in

HSN\SAC											Total Tax	Total Amount	
SNo	Item Code	Code	Item Description	Description 2	Item Category	UOM	Unit Cost	Qty	GST%	VAT %	Excise	Amount(ININR)	(ININR)
1	7000010	995421	CIVIL & INTERIOR WORKS	DETAILS AS PER ANNEXURE		NOS	25,38,545.00	1	18.00	0.00		0	2538545.00
2	7000059	9405	LIGHTING ACCESSORIES	DETAILS AS PER ANNEXURE		NOS	25,91,580.00	1	18.00	0.00		0	2591580.00
								Total Unit	2.00				

Payment Terms: (50%) of the basic invoice value of relevant item rate (along with applicable GST payable) shall be paid on material delivery at site and certification by Engineer-in-charge on pro rata basis within Thirty (30) days of certification. Adhoc amount paid shall be reconciled in the RA bill against the relevant item. Running Account Bill: One Hundred (100%) of the Basic invoice value (along with applicable GST payable) shall be paid on a pro rata basis within Thirty(30) days after submission of duly certified invoice for Running Account Bill (in a manner and form as specified herein) against submission of the following documents:

Total Taxable INR 51,30,125.00

Excise Amount 0.00
IGST Amount 9,23,422.50
Cess 0.00

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

Total INR Incl. Taxes 60,53,547.50

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

Purchase Order

Order Number PO/SKPL/23-24/001516

27-10-2023 14:08:40

Shipped Location

LKN CIP lounge
Chaudhary Charan Singh International Airport

Amausi, Lucknow,
LUCKNOW, 226009

India

India

Contact Person

Contact No. 022-43224304
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Corporate Address

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

MUMBAI, 400018

State 27

State Name Maharashtra

Comp GST No. 27ABICS8699F1ZJ

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PO Type Capex-NSO

Vendor No. V000461

Impulse Branding Solutions

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MUMBAI, 400104

India

P.A.N. No. BXQPM0988P

State Code

Vendor GST No. 27BXQPM0988P4Z8

Vendor Inv. No.

Vendor Fax No.

Vendor Email accounts@impulsebranding.in

Summary

**Finishing work for Toilet & Pantry Work at CIP Lounge at Terminal-03, CCSI
Airport, Lucknow**

S. No.	Description of Item	Impulse
		Negotiated/ Final
1	Civil & Interior	
a	FLOORING WORK/CLADDING WORK	18,28,433
b	DOOR WINDOW WORK	2,20,879
c	OTHER WOOD WORK FOR WALL PANELLING, PARTITIONS & STORAGES	1,11,000
d	FALSE CEILING WORK	1,77,895
e	FINISHING WORK	1,42,000
f	MISC WORK	58,338
2	Light Fixtures	25,91,580
	Total Basic Amount (in Rs.)	51,30,125
	GST @18%	9,23,422
	Total Amount (in Rs.)	60,53,547
	Technical Acceptance	Yes
	Commercial Ranking	L-1

Price Comparative Statement

Company Name :	LKO INTNL ARPT LTD
Project Name :	Finishing work for Toilet & Pantry Work at CIP Lounge at Terminal-03, CCSI Airport, Lucknow

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
				-	-
A	DISMENTLING & CLEANING WORKS				
1	Dismantling of existing flooring to the mother slab, with the help of permissible tools & during the specifies time of the day so as to minimise the disturbance to the adjacent occupants/users etc	RATE ONLY	SQM	250	
2	Demolishing of brick work in cement mortar & cleaning the site for work able				-
a	230mm brick wall	RATE ONLY	Cum	1,700	
b	115mm brick wall	RATE ONLY	Sqm	250	
3	Dismantling of existing floor & wall tiles with base mortar & cleaning the site for work able condition.	RATE ONLY	Sqm	250	
4	Dismantling of existing Door with frame & stacking the same in the premises.	RATE ONLY	Each	2,500	
5	Dismantling of RCC works in beams, columns, slabs etc. including sub-base, cutting and removal of reinforcement, stacking of serviceable material.	RATE ONLY	Cum	3,000	
6	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads and lifts complete.	RATE ONLY	Cum	870	
7	Dismantling of existing plaster with P.O.P. & cleaning the site for workable	RATE ONLY	Sqm	240	
8	Dismantling of cement concrete flooring & cleaning the site for workable	RATE ONLY	Cum	3,200	
9	Removing of Cinder filling & cleaning the site for workable	RATE ONLY	Cum	2,100	
10	Core Cutting on RCC work with diamond core drilling machine for any services work Pipe crossing with 3M™ Fire Barrier tuck in wrap strips to be fixed onto the pipes and the remain gap to be filled with Fire Seal 3M™ Fire Barrier Sealant IC 15WB+ (Depth consider upto 300mm)			-	-
a.	100-150mm dia	RATE ONLY	Nos	4,000	
b.	150-200mm dia	RATE ONLY	Nos	4,300	
c.	Any Maximum depth 600-900mm / upto 300mm dia	RATE ONLY	Nos	6,500	
11	Tempromy Barricating till the work completion material shall include the GI Frame with fire paint (with one side single layer of 12.5mm thick FR Gypsum Board cladding (Cost include errection/removal at end with cleaning and repair the area for handover) (Vinyl Print on outer surface also include in cost as per art work approved) Note : All the Barricating work shall be as per approved permission permitted by the Airport Authority/ operating agency including the required compliance and requirement fulfill by the project owner or their hired agency.	RATE ONLY	sqm	1,850	
	TOTAL FOR DISMENTLING & CLEANING WORKS			-	-
B	CIVIL WORK				
1	AAC BLOCK WORK : Providing and laying 100mm thick ACC block wall with grade - 1 AAC Blocks of density 551 to 650kg / cum conforming to IS : 2185 (Part -3) in superstructure above plinth level with R.C.C. bend at cill & Lintel level with approved block laying polymer modified adhesive mortar all complete as per direction of Engineer-in-Charge. (The payment of RCC band and reinforcement shall be made for separately). size of block (2'-0" x 0'-8" and width 0'-4"). the rate also including scaffolding, curing etc. complete as specified.	RATE ONLY	Sqm	1,760	
2	LINTEL : R.C.C- (1 : 1.5 : 3) (1 cement : 1.5 coarse send : 3 graded stone aggregate 20mm nominal size) for lintels, Lintel in arch etc. or where ever required l/c reinforcement for lintel 4no 12mm dia bars with 8mm dia rings @ 150c/c & centering shuttering for all levels and height.(Door Lintel length as per drawing 100mm wide x 100mm height) The rate includes de-shuttering, shuttering oil, binding wire, curing, tools tackles all leads & heights as per direction of engineer-in -charge.	RATE ONLY	Rmt	2,700	
3	LINTEL BEAM : R.C.C- (1 : 1.5 : 3) (1 cement : 1.5 coarse send : 3 graded stone aggregate 20mm nominal size) for Bends where ever required l/c reinforcement 2Nos 8mm dia bar with 8mm dia links @ 150mm c/c including centering shuttering for all levels and height,(bend cross section size 100mm wide x 75mm thick) etc. complete. The rate includes de-shuttering, shuttering oil, binding wire, curing, tools tackles all leads & heights as per direction of engineer- in -charge.	RATE ONLY	Rmt	2,600	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
4	RCC COUNTER : R.C.C in (1: 1.5 : 3) for counters, slabs (upto 75mm thick) l/c reinforcement 10mm dia bar @ 150mm c/c both ways & centering shuttering for all levels and height. The rate includes de-shuttering, shuttering oil, binding wire, curing, tools tackles all leads & heights as per direction of engineer- in -charge.	RATE ONLY	Sqm	5,400	
5	BASIN COUNTER WORK : Providing & fixing Basin counter with the understructure to be made in MS Angle 45x45mm with 4mm thick of appropriate cross section and to be treated with anti rust paint and enamel black paint. The MS frame to be clad with 12mm thick bison board / Marine ply to receive the final finish material of the counter. Counter to be 600 mm deep with a vertical fascia of 100mm on splash & upto 500mm on front drop vertical fascia to be clad with the finish material as approved. The counter to have required cutout for basin, Tap faucet, drain, dustbin etc.	RATE ONLY	Rmt	32,000	
6	WATERPROOFING (LIQUID MEMBRANE) : Providing and applying ready to use Single Component liquid applied elastomeric waterproof membrane comprises of special blend of copolymers and additives to provide an excellent, seamless, flexible and quick - drying waterproofing membrane. product shall be complies the Tensile Strength: 2.15 N/mm at 20° C 1.05 N/mm at 40° C Elongation: 114% at 20° C, 86 % at 40° C Crack Bridging: > 0.75mm at 0.8mm dft for wet areas takes care of critical areas such as Pipe Penetrations, Corner Fillet, Inlet / Outlet pipes etc. The surface to be treated must be dry, clean, structurally sound, free from oil, grease, wax, polish, laitance, dust and other barrier materials. New substrate shall be allowed to cure as per standard procedure. All cracks, construction joints, pipe penetration, bore packing and corners shall be treated prior to application of waterproofing membrane. Primer on the prepared substrate to seal off porosity and improve the substrate and allow to dry for approx. 60 minutes. Stir the waterproof liquid manually before application. Using a brush, roller or spray, apply waterproof liquid coat on the primed surface. While the coat is still wet, Deckweb/Sealing tape should be placed on all corners, floor/wall junctions, pipe penetrations and other critical areas ensuring no air is entrapped and allow to dry. Apply 2nd coat of waterproof coat on the entire surface and allow it to cure for 4 hours before laying the screed/protection plaster/tiling. The laying of waterproofing application membrane shall be got done through the authorised applicator of the manufacturer reccomended with providing the work execution Test / warranty certification for the min 5years and max 15 years as per advised by the Project Incharge.	RATE ONLY	Sqm	1,450	
6	WATERPROOFING (MEMBRANE HDPE WITH HEAT TORCH) : Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer, 3 mm thick water proofing membrane, black finished reinforced with glass fibre matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufactured of density at 25°C, 0.87 - 0.89 kg/litre and viscosity 70 - 160 cps. Over the primer coat the layer of membrane shall be laid using butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : Joint strength in longitudinal and transverse direction at 23°C as 350/300 N/5 cm. Tear strength in longitudinal and transverse direction as 60/80N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane. the top most layer shall be finished with 15mm thick cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water proofing compound by weight of cement and finally finished with neat cement punning Complete. The laying of waterproofing application membrane shall be got done through the authorised applicator of the manufacturer reccomended with providing the work execution Test / warranty certification for the min 5years and max 15 years as per advised by the Project Incharge.	RATE ONLY	Sqm	2,800	
5a	Extra for covering top of membrane with Geotextile, 120 gsm non woven, 100% polyester of thickness 1 to 1.25 mm bonded to the membrane with intermittent touch by heating the membrane by Butane Torch as per manufactures recommendation.	RATE ONLY	Sqm	3,500	
6	SCREEDING WORK : Providing & laying Screeding with 1:2:4 cement conc. (1 cement :2 coarse sand :4 graded stone agg 10mm nominal size) in line and level including required channel shuttering, curing, troller finish etc. complete in all respect	RATE ONLY	Cum	6,500	
6a	NEAT CEMENT SLURRY : Extra for above screeding work for floating quote of neat cement punning upto 6mm including curing etc. where as carpet, wooden floor, vinyl floor comes & as per site required.	RATE ONLY	Sqm	450	
7	CEMENT PLASTER : Providing and applying 15 mm thick cement plaster of mix in 1:4 (1 cement : 4 coarse sand) with admixture of waterproof binding agent liquid at 1:1 ratio with cement or as per manufacturer recomendation and applying at all levels & heights including scaffolding, curing etc. complete as specified.	RATE ONLY	Sqm	390	

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8	POP PUNNING : Providing & applying Water Resistant and Quick Drying, Non Curable Type of average upto 12mm thick plaster of Paris and wiremesh at joints of diff. material to the walls and columns in square plumb line and level. The cost to include scraping and removing the existing neeru finish and also the hacking the surface of walls/columns. After leveling, the surfaces to be finished to receive paint . Rate to include provisioning of grooves as per design. The POP puning to be carried out 100mm above the finished ceiling level and not for the area above.	RATE ONLY	sqm	420	
9	GYPSUM VERMICULITE PLASTER : Providing & Applying Gypsum vermiculite plaster upto 22-25mm thick of refined and processed gypsum and vermiculite along with a mix of premium quality special binders and additives to provide easier application, better bonding, and a smooth finish. It creates a surface so smooth that no other layer is required below or above it and direct application of paint can be done over it. Conforms to IS 2547: Part 1 and 2 of "The Bureau of Indian Standard". Direct application on brick block, RCC, and other surfaces. Ready to paint surface achieved. Spreads and finishes to a minimum thickness increasing the surface area. Fire-resistant. Eco-friendly. No shrinkage cracks. Better, smoother, and consistent finish. More durable. Lesser dead load on the structure as it is lightweight plaster. No water curing is required. Bulk Density: 1020 Kg/m2 , Setting time: 30-35 mins. Coverage as per manufacturer recomendation with Compressive strength : 60-70 Kg/cm2. item for all height level with required scaffolding complete as per the site and advised by the Project Incharge.	RATE ONLY	sqm	450	
10	FLOOR FILLING : Providing and laying fillers of AAC Light weight block filling with full /break pieces as per the requirements of Approved make as per LOM and size as required to Fill/Raise the floor with conceal the pipes, drains, etc as per site requirement. The filling to be cured and Compacted to prevent any voids and dust pockets . The filler to be adequately leveled to receive the finished flooring as specified.	RATE ONLY	Cum	2,300	
	TOTAL FOR CIVIL WORK				-
C	FLOORING WORK/CLADDING WORK				
3	TILE FLOORING				-
1	Providing and laying Vitrified Antiskid tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including spacers with epoxy cementious grout matching to pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently etc, cost also include the Protection covering of tile with 6mm Bubble sheet with jointing using clear tape till handover with complete as per advised by the Project Incharge.				-
a.	Vitrified Tile Floor - Type 1 : Size as approved, Base Price 65 per sft - For Toilets, Toilet Passage ,Kitchen	65.85	sqm	2,070	1,36,309
b.	Vitrified Tile Floor - Type 2 : Size as approved, Base Price 85 per sft -	RATE ONLY	sqm	3,000	
2	Deduct for not using 20 mm thick Cement Mortar 1:4 (1 Cement: 4 coarse sand) bedding in laying of floor tiles and jointing with grey cement slurry @ 3.3 kg/ sqm.	RATE ONLY	Sqm	75	
3	Fixing glazed/ Ceramic/ Vitrified floor tiles with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477,in average 3mm thickness.	RATE ONLY	Sqm	430	
3.2	WALL TILES			-	-
1	Providing and fixing 1st Quality Vitrified wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades as approved by Engineer-in-Charge for dado fixed with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in a average 6 mm thickness including spacer and filling the joints with epoxy cementious grout of pigment to match the shade of the tiles to give a smooth surface. complete as per detail dwg.			-	-
a.	Wall Tile - Type 1 : Size as approved, Base Price 65 per sft - For Toilets, janitor & Kitchen	104.04	sqm	2,070	2,15,368
b.	Wall Tile - Type 2 : Size as approved, Base Price 55 per sft - For Kitchen	75.82	sqm	1,970	1,49,367
2	Providing and fixing 1st Quality Designer Ceramic wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades as approved by Engineer-in-Charge for dado fixed with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in a average 6 mm thickness including spacer and filling the joints with epoxy cementious grout of pigment to match the shade of the tiles to give a smooth surface. complete as per detail dwg.				-
a.	Designer Wall Tile - Type 1 : Size as approved, Base Price 150 per sft -	RATE ONLY	Sqm	3,200	
b.	Designer Wall Tile - Type 2 : Size as approved, Base Price 350 per sft -	RATE ONLY	Sqm	6,500	

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4	TILE STRIPS : P/F tile strips made out of vitrified tiles of size as per manufacturer as approved colour, shade, texture, design in varying strip sizes (38/50/25 mm wide & 200/300/400 mm long) of approved make & manufacture for dado fixed with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in a average 3mm thickness including filling the joints mixed epoxy cementious grout with pigment to match the shade of the tiles to give a smooth surface. Base Rate of Tile @ 65 per sft	RATE ONLY	Sqm	1,750	
5	TILE SKIRTING : Providing and fixing Vitrified tile Skirting upto 100mm high fixed with 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing and joint finish in epoxy cementious grout with pigment of matching shade complete. Base Rate of Tile @ 65 per sft	RATE ONLY	Rmt	210	
3.3	STONE WORK				-
1	GRANITE FLOORING : Providing and fixing 18 mm thick gang saw cut, mirror polished, prepolished, machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual size of stone to be measured & paid). Cost also include the Protection covering till handover with polythin+POP as per advised by the Project Incharge. (Basic cost of Granite stone @ Rs. 250/- per sft)	RATE ONLY	Sqm	7,500	
2	GRANITE CLADDING : Providing and fixing 18 mm thick gang saw cut, mirror polished, prepolished, machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:3 (1 cement : 3 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual size of stone to be measured & paid). Cost also include the Protection covering till handover with bubble sheet as per advised by the Project Incharge. (Basic cost of Granite stone @ Rs. 250/- per sft)	RATE ONLY	Sqm	9,000	
3	GRANITE SKIRTING : Providing 18 mm thick Granite stone in Skirting of upto 75-100 mm high with epoxy resin based adhesive, including cleaning etc. complete or alternatively laid over 12mm. thick cement mortar 1:3 (1 cement :3 coarse sand) and jointed with cement slurry complete as per pattern and design .including necessary grooves, edge chamfering, grinding & polishing as required complete in all respect. (Basic cost of Granite stone @ Rs. 250/- per sft (As per approved)(Actual Length to be measured & paid).	RATE ONLY	Rmt	1,100	
4	CORION CLADDING : Providing and fixing 12mm thick Solid surface (Corian) for Basin Counter/Ledge/Jamb/cill etc fixed with adhesive of approved make including jointing with adhesive mixed with pigment to matching the shade of solid surface complete as per drawing .including edge chamfering, buffing, polishing complete in all respect. (Basic cost of solid surface (Corian) @ Rs. 750/- Sqm)(Actual size to be measured & paid). (For Male & Female toilet basin counter, ledge wall top)	32.91	Sqm	18,300	6,02,330
5	MARBLE FLOORING : Providing and fixing Marble work 16-18 mm thick, mirror polished, prepolished, machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), white cement slurry , joints treated with teenaxe mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual size of stone to be measured & paid). Cost also include the Protection covering till handover with polythin+POP as per advised by the Project Incharge.				-
a.	Marble Flooring Type 1 : Base Price of Marble @ 450/- Per sft, For	RATE ONLY	sqm	8,500	
b.	Marble Flooring Type 2 : Base Price of Marble @ 1200/- Per sft,	RATE ONLY	sqm	21,000	
6	MARBLE STRIPS : Providing and fixing Marble strip work in existing flooring using diffrent color shade and sizes in width strips of 16-18 mm thick, mirror polished, prepolished, machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), white cement slurry , joints treated with teenaxe mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual Lenght of stone strps to be measured & paid). Cost also include the Protection covering till handover with polythin+POP as per advised by the Project Incharge.				-
a.	Marble Flooring Strips Type 1 upto 25-45mm wide : Base Price of Marble @ 900/- Per sft, For Reception area	RATE ONLY	Rmt	840	
b.	Marble Flooring Strips Type 1 upto 75-150mm wide : Base Price of Marble @ 900/- Per sft, For Reception area	RATE ONLY	Rmt	3,330	

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7	MARBLE CLADDING : Providing and fixing Marble work 16-18 mm thick, mirror polished, prepolished, machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:3 (1 cement : 3 coarse sand), white cement slurry , joints treated with teenaxe mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual size of stone to be measured & paid). Cost also include the Protection covering till handover with bubble sheet as per advised by the Project Incharge.				-
a.	Marble Cladding Type 1 : Base Price of Marble @ 450/- Per sft, For site specific	RATE ONLY	sqm	8,500	
b.	Marble Cladding Type 2 : Base Price of Marble @ 1200/- Per sft,	RATE ONLY	sqm	21,000	
c.	Marble Skirting upto 100mm high : Base Price of Marble @ 1200/- Per sft,	RATE ONLY	Rmt	1,980	
8	MARBLE DESIGNER CLADDING : Providing and fixing Marble designer work 16-18 mm thick marble with random size cut pcs in 200/300/400mm high x 75/100/125mm in width with making taper cut on edge to ake 4mm wide groove on vertical/horizontal as per design, all the surface, edges, V groove shall be mirror polished, all the marble will be jet water machine cut of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:3 (1 cement : 3 coarse sand), white cement slurry , joints treated with teenaxe mixed with matching pigment, epoxy touch ups, including rubbing etc. complete and at all level. (Actual size of stone area legth x height to be measured & paid). Cost also include the Protection covering till handover with bubble sheet as per advised by the Project Incharge.			-	-
a.	Marble Designer Cladding Type 1 : Base Price of Marble @ 450/- Per sft,	67.14	sqm	10,800	7,25,060
b.	Marble Designer Cladding Type 2 : Base Price of Marble @ 1200/- Per sft,	RATE ONLY	sqm	21,000	
3.4	WOODEN FLOORING				-
1	Providing & fixing 15mm thick Engineered wooden flooring of approved make & shade in chevron pattern with 2mm thick base foam including all fixing arrangement & required profile & skirting complete in all respect. (Basic cost of Engineered Wooden flooring@ Rs. 550 per sft) (Actual carpet area at site to be measured & paid). For Open Lounge, Bar area, Admin office, servery area or as per dwg.	RATE ONLY	Sqm	9,500	
3.5	CARPET FLOORING				-
1	Providing & fixing carpet flooring (1500GSM 12 to 14mm thick Nylon Printed Customized or Axminster) with 8mm thick underlay base foam including all fixing arrangement complete in all respect. For Premium Lounge & Spa Area				-
a	Carpet type 1 : Base Price of Carpet @ Rs. 350 per sft	RATE ONLY	Sqm	6,700	
b	Carpet type 2 : Base Price of Carpet @ Rs. 550 per sft	RATE ONLY	Sqm	9,600	
D	TOTAL FOR FLOORING WORK/CLADDING WORK				18,28,433
	DOOR WINDOW WORK				
1	Providing and fixing door and window frames made out of White ASH Wood with necessary groove (6mm x 6 mm) & single rebate including necessary M.S. hold-fasts in cement concrete blocks 1: 2: 4 / fasteners (expendable 10mm dia) on either side fixed in line and level. The frame to be treated with necessary anti-termite chemical and fire retardant paint on partition side & finally finished with PU polish complete in all respect.	0.18	Cum	1,50,000	26,359
2	Providing and fixing 38 mm. thick flush door shutters core of block board (MR Grade) construction with well matched 1mm thick laminate sheet of approved make & shade on both sides of shutter including white ash wood edge lipping (12mm thick) finish with PU polish, all required fittings such as 4 nos. 125 mm. size brass butt hinges per leaf with necessary screws and S.S. fittings including handles, tower bolts, door stopper, rubber buffer, vision slit as per design with 6mm thick glass with wooden beading (white ash wood), handles,motrise dead lock with one side key knob cylinder finish in rose gold SS etc. complete in all respect. (Basic cost of laminate @ Rs. 90/- sft) (Actual size of shutter to be measured & paid).				-
a.	With Vision panel - Size 250mm x 900mm or as per design approved - For Spa & admin office	RATE ONLY	Sqm	10,500	
b.	Without vision Panel - For toilets	8.18	Sqm	7,500	61,380
3	Providing and fixing 25 mm. thick flush door shutters core of block board (MR Grade) construction with well matched 1mm thick laminate sheet of approved make & shade on both faces of shutter including white ash wood edge lipping (12mm thick) finish with PU polish, all required fittings such as 4 nos. 125 mm. size brass butt hinges per leaf with necessary screws and S.S. fittings including handles, tower bolts, door stopper, rubber buffer, etc. complete in all respect.(Basic cost of laminate @ Rs. 970/-Sqm) (Actual size of shutter to be measured & paid). (Shaft & Janitor Room Entry Door)	4.75	Sqm	7,500	35,640
4	Fire Rated Wooden Single Door (120min Rating) - 900/1200mm Long x 2400mm high - Single Leaf Door - For Kitchen door				-

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
	<p>Providing & Fixing of 120min rating wooden fire door shutter with frames as per the specification as per below :-</p> <p>Frame : P/f Door frames manufactured out of Hardwood Mirandi of nominal section 120mm x 70mm with heat activated Intumescent fire seal strips of size 10mm x 4 mm provided in grooves on all three sides of the frame on both side. Hardwood to be Treated with VIPER Fire Retardant Primer FR 880 and VIPER Finishing Paint FRS 881 Use two coats of Fireguard FR880 Wood Primer followed by 2/3 coats of Fireshield FRS 881 Finishing paint even on previously painted/polished surfaces. (FIRESHIELD FRS 881 FINISHING PAINT FR-881 of CPWD-DSR approved item Ref. Page 165 Code no 13.88a-2002) as per color approved by the Architect.</p> <p>Shutter : Door shutter of 52mm thickness conforming to BS:476 part 22 and IS-3614 Part 2 as per prototype tested from CBRI Roorkee for stability and integrity and insulation, with comprising of 75x48mm hardwood internal timber frame work, with infill 25mm thick Fire rated rock wool insulation having density 96kg/m³, the insulation shall be sandwiched between 2nos 12mm thick noncombustible(calcium silicate) boards, clad with 3mm thick commercial ply on both sides of shutter with heat activated intumescent fire seal strip of size 20x4mm make Sealz mounted in the grooves of expose/concealed lipping all around the shutter except bottom..</p> <p>Finishing / Hardware :-</p> <p>Frame to be painted with VIPER Finishing Paint FRS 881 as per color approved by the Architect</p> <p>Shutter finish with 1mm thick Laminate on Both Side - conforming to HSN 4823</p> <p>SS Hinges - 04 nos per leaf - conforming to HSN 8302</p> <p>Door Closer - conforming to HSN 8302</p> <p>6mm thick VP Fire Rated Clear - 200x300mm - conforming to HSN 7007</p> <p>Trim- conforming to HSN 8302</p> <p>Dash Fastner-08nos.per leaf- conforming to HSN 7318</p> <p>Panic Bar conforming to HSN 8302 (Optional) cost to be separated</p> <p>Note : Contractor shall need to submit the manufacturer shop drawing for the fire for approval before ordering.</p>	1.00	Nos	85,000	85,000
5	<p>FRAMED GLASS PARTITION : Providing and installation of framed aluminium with vision glass partition system of approved series and brand as per approved list of make, fixed glass partition using 10mm thick Toughened glass in proprietary natural anodised approved aluminium sections with Concealed sealing (No visible Gaskets/Seals) with acoustic. The profile will have Carpet Groove at the Bottom on both sides for accommodating max. 8mm carpets. Glass to be fixed with help of Proprietary Stability GRIPPER Clamp to have a stable system. It should consist of intermediate slim junction profiles for Glass to Glass vertical joints, 90 Degree L Junction and T Junction profiles suitably to be used as per room configuration designs. No VISIBLE Clip Lines to provide clutter free view at both side of section. The Glass to be Offset mounted towards outer edge leading to minimum aluminium frame on one side. Optional Profile Bottom Seal pair for additional acoustic if required. All Profiles are min 1.5mm thickness excluding 20 microns of Anodizing, Standards applicable</p> <ul style="list-style-type: none"> • Structural stability test accordance to BS 5234: Part2:1992 & EN 1991-1-1:2002 • Acoustic test for sound insulation in accordance to DIN EN ISO 10140-2 ASTM-E 90 				-
a.	Single Glazed Partition, Size 50mm wide x 30mm high, color as approved	RATE ONLY	SQM	7,609	
b.	Single Glazed Partition, Size 100mm wide x 30mm high, color as approved	RATE ONLY	SQM	8,600	
c.	Single Glazed without framed - For kitchen window	RATE ONLY	SQM	6,700	
6	Providing & fixing Hydraulic sleek door closer of approved make including all fixing arrangement complete in all respect. Door weight capacity upto 80kg, with 10year manufacturer warranty complete as per design approved.	RATE ONLY	No	6,500	
7	Providing & fixing Door Lock (Motrise lever one side knob cylinder & one side key finish in rose gold SS) of approved make including all fixing arrangement complete in all respect.	3.00	No	3,000	9,000
8	Providing & fixing Door Lock (Motrise lever one side knob cylinder & one side key finish in SS) of approved make including all fixing arrangement complete in all respect.	RATE ONLY	No	7,500	
9	Providing & fixing Floor Spring of approved make including all fixing arrangement complete in all respect. Door weight capacity upto 70kg, with 10year manufacturer warranty complete as per design approved. For Handicape toilet door	1.00	No	3,500	3,500
	TOTAL FOR DOOR WINDOW WORK				2,20,879
E	OTHER WOOD WORK FOR WALL PANELLING, PARTITIONS & STORAGES				

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
1	Providing and fixing 12mm thick Natural Fiber Polymer composite Board/Wood Material board of approved make on both sides of existing M.S. frame work including all fixing arrangement complete in all respect . (Partition Length to be measured only)	RATE ONLY	Sqm	2,250	
2	Providing and fixing 12mm thick BWP+FR Grade flexible Ply (curved area) of approved make on both sides of existing M.S. frame work including all fixing arrangement complete in all respect . (Partition Length to be measured only)	RATE ONLY	Sqm	3,900	
3	Providing & fixing 12mm thick BWP+FR flexible ply panelling on wall with required M.S. / termite treated wooden frame work for required depth with the help of gutties & screw then fixed 12mm thick flexible ply of approved make complete in all respect.	RATE ONLY	Sqm	4,500	
4	Providing & fixing 12mm thick Natural Fiber Polymer composite Board/Wood Material ply panelling on wall with required M.S. / termite treated wooden frame work for required depth with the help of gutties & screw then fixed 12mm thick Natural Fiber Polymer composite Board/Wood Material ply of approved make complete in all respect.	RATE ONLY	Sqm	4,500	
5	Providing and fixing 1mm thick laminate panelling over existing partition as per approved sample including all fixing arrangement complete in all respect. Only finished area to be measured & paid.(Basic cost of Laminate@ Rs.90/-Sft).	RATE ONLY	Sqm	1,800	
5	Providing and fixing Feature Fluted panelling with Pre-finished surface of random fluted pattern as per design approved pasted with required adhesive or chemical over existing partition/wall/ceiling surface including all fixing arrangement complete in all respect. Only finished area to be measured & paid.			-	-
a.	Fluted WPC Board paneling Pre finished 12mm thick - Base Price @ Rs. 350/- per sft	RATE ONLY	Sqm	7,600	
b.	Fluted Alluminium Powder coated Paneling 10-11mm thick - Base Price @ 550/- per sft	RATE ONLY	Sqm	10,500	
c.	Fluted Marble Stone with polish paneling 16-18mm thick - Base price of marble 450/- per sft, Fluted design cutting @ 300/- per sft	RATE ONLY	Sqm	17,600	
9	Providing & fixing 12mm thick gypsum board over existing partition for paint base including all fixing arrangement complete in all respect.	RATE ONLY	Sqm	1,300	
10	Providing & fixing 1.2mm thick aluminium. Skirting PVDF coated (100mm height rose gold finish) / anodised as per approved sample over existing partition including all fixing arrangement complete in all respect. (Basic cost Aluminium Skirting @ Rs. 450/-Rmtr)	20.00	Rmt	1,850	37,000
11	Providing and fixing over head storage with necessary shelves as per design made out of 19mm thick Natural Fiber Polymer composite Board/Wood Material board fixed with the help of all necessary hardware like nail and fasteners and all internal surface of storage to be finished with 0.8mm thick laminate & external surface to be finished with 1mm thick laminate including required shelves, shutters and required hardware like handle, knobs, magnetic catcher, hinges, shutter lock etc. all are superior quality of approved make complete in all respect. (Basic cost of laminate for internal surface @ Rs. 28/- sft & external surface laminate@ Rs.90/-Sft			-	-
a	Size : 450mm	RATE ONLY	Sqm	25,500	
12	Providing and fixing under counter storage with necessary drawers & Shelves as per design made out of 19mm thick Marine ply board structure fixed with the help of all necessary hardware like nail and fasteners and all internal surface of storage to be finished with 0.8mm thick laminate & external surface to be finished with 1mm thick laminate including required shutter / drawer storage unit with required shelves , shutters with required hardware like handle, knobs, magnetic catcher, drawer lock, hinges, shutter lock, drawer channel etc. all are superior quality of approved make complete in all respect. also the Storage top will be finish with Marble top in 20mm thickness with dimaond polish all over surface and edge to be double strip with gola polish complet in all respect of detail drawing. (Basic cost of laminate for internal surface @ Rs. 28/- sft & external surface laminate@ Rs.90/-Sft) (Marble at Top @ 450/- per sft) For SPA & Bar back under storage				-
a	Size : 600mm deep	RATE ONLY	sqm	15,600	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
13	Providing and fixing partly open partly closed Servery counter storage as per drawing made out of 19mm thick BWP Natural Fiber Polymer composite Board/Wood Material board structure fixed with the help of all necessary hardware like nail and fasteners and all internal area of storage to be finished with 0.8mm thick laminate and open shelves inner surface to be finished with rose gold finish 1mm thick SS sheet & external facade with fluted polished marble surface & top surface of survery storage to be finished with plain polish Marble fixed with adhesive & 100mm high rose gold finish Aluminium skirting at floor level, including required drawer unit, required open shelves, Louver shutters and required hardware like handle, knobs, magnetic catcher, drawer lock, hinges, drawer channel, shutter lock etc. all are superior quality of approved make, Rose gold finish 100mm high aluminium skirting at floor level complete in all respect. (Basic cost of internal laminate @ Rs.28/-sft & external surface laminate@ Rs.90/-sft & Basic cost Rose gold finish Aluminium Skirting @ Rs. 450/-Rmtr, Marble @ base price 450/- per sft + fluted cutting & polish with CNC in marble @ 300/- per sft)				-
a	Size 8037mm long x 600mm deep x 850mm high - kitchen outside servery area	RATE ONLY	Nos	1,66,320	
b	Size 3529mm long x 600mm deep x 850mm high - Bar area open lounge	RATE ONLY	Nos	72,765	
c	Size 2000mm long x 600mm deep x 850mm high - P Lounge	RATE ONLY	Nos	41,580	
14	Providing and fixing ISLAND counter storage as per drawing, partly open partly closed storage as per drawing made out of 19mm thick BWP Natural Fiber Polymer composite Board/Wood Material board structure fixed with the help of all necessary hardware like nail and fasteners and all internal area of storage to be finished with 0.8mm thick laminate and open shelves inner surface to be finished with rose gold finish 1mm thick SS sheet & external facade with fluted polished marble surface & top surface of survery storage to be finished with plain polish Marble fixed with adhesive & 100mm high rose gold finish Aluminium skirting at floor level, including required drawer unit, required open shelves, Louver shutters and required hardware like handle, knobs, magnetic catcher, drawer lock, hinges, drawer channel, shutter lock etc. all are superior quality of approved make, Rose gold finish 100mm high aluminium skirting at floor level complete in all respect. (Basic cost of internal laminate @ Rs.28/-sft & external surface laminate@ Rs.90/-sft & Basic cost Rose gold finish Aluminium Skirting @ Rs. 450/-Rmtr, Marble @ base price 450/- per sft + fluted cutting & polish with CNC in marble @ 300/- per sft)			-	-
a	Size 4000mm long x 1200mm deep x 850mm high - kitchen outside servery area	RATE ONLY	Nos	1,21,400	
15	Providing and fixing High counter Console as per drawing, structure made out of 19mm thick BWP Natural Fiber Polymer composite Board/Wood Material board structure upto 100mm thick partition fixed with the help of all necessary hardware like nail and fasteners all internal area of below structure surface to be finished with 1mm thick laminate from back side/Top below side, external front below top surface to be finished with fluted polished marble surface & top surface to be finished with plain polish Marble fixed with adhesive & 100mm high rose gold finish Aluminium skirting at floor level all around , (Base price of external surface laminate@ Rs.90/-sft & Basic cost Rose gold finish Aluminium Skirting @ Rs. 450/-Rmtr, Marble @ base price 450/- per sft + fluted cutting & polish with CNC in marble @ 300/- per sft)			-	-
a	Size 7753mm long x 100mm deep below structure / 300mm wide Top x 1050mm high - High counter	RATE ONLY	Nos	92,400	
16	Providing and fixing High counter Ledge in L shape as per drawing, structure made out of 19mm thick thick BWP Natural Fiber Polymer composite Board/Wood Material board structure fixed with the help of all necessary hardware like nail and fasteners all structure surface to be finished with plain polish Marble fixed with adhesive (Base Price of Marble @ Rs. 450/- per sft)			-	-
a	Size 3945mm long x 100mm deep below structure / 300mm wide Top x 1050mm high - High counter	RATE ONLY	Nos	46,200	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
17	Providing and fixing Reception Table (Size : 1000mm long x 1000mm deep x 750/1050mm high) made out of 19mm thick Natural Fiber Polymer composite Board/Wood Material ply for required partition, front & sides including necessary shelves with shutter & drawers, Key board tray, all necessary hardware of superior quality like nail, self closing type hinges, S.S. handles, knobs, locks, key board tray , etc. And front facade, sides & top finish with Italian marble stone of approved make, shade & texture including all fixing arrangement ,grinding polishing, edge chamfering & polishing & all internal surface to be finished with 0.8mm thick laminate & external exposed drawer / wooden surface to be finished with 1mm thick laminate of approved make & shade & reception table facade surface at floor level 100mm high skirting & top & sides edging finished with PVD coated rose gold finish in aluminium . complete in all respect. (Basic cost of internal laminate @ Rs.28/- sft & external laminate @ Rs90/-Sft & Italian marble stone @ Rs. 1200/- sft) & Basic cost Rose gold finish Aluminium Skirting @ Rs. 450/-Rmtr,)	RATE ONLY	No	45,000	
18	Providing and fixing BAR COUNTER front Counter as per drawing structure made out of 19mm thick BWP Natural Fiber Polymer composite Board/Wood Material board structure partition upto 100mm thck fixed with the help of all necessary hardware like nail and fasteners all internal area of below structure surface to be finished with 1mm thick laminate from back side/Top below side, external front below top surface to be finished with fluted polished marble surface & top surface to be finished with plain polish Marble fixed with adhesive & 100mm high rose gold finish Aluminium skirting at floor level all around , (Base price of external surface laminate@ Rs.90/-sft & Basic cost Rose gold finish Aluminium Skirting @ Rs. 450/-Rmtr, Marble @ base price 450/- per sft + fluted cutting & polish with CNC in marble @ 300/- per sft)			-	-
a	Size 3100mm long x 600mm deep x 850/1050mm high -Bar front counter	RATE ONLY	Nos	64,449	
19	Providing and fixing FEATURE BAR BACK HANGING OPEN SHELVING as per drawing made out of SS PVD finish Strips in variable sleek size as per the design, entire design to be create for Bar back use for Glass hanging/bottle shelve and accsories placement , where the shelves place ment shall be made of 12mm thick board with SS PVD finsh sheet wrap all over and place on the strip framing. Entire sytem to be fix on wall/supported from ceiling with complete requirments as per drawing.			-	-
b	Size 3100mm long x 300mm deep x 2100mm high -Bar back above shelves display	RATE ONLY	Nos	55,600	
20	Providing making & fixing in position 19mm thick India Map (1.58mtr x 1.87mtr) made of 18mm thick Natural Fiber Polymer composite Board/Wood Material Board of approved make finished with 1mm thick PVD coated Rose Gold finish SS sheet with provision for LED light glowing arrangement at location of Lucknow including all fixing arrangement complete in all respect.(Basic cost of PVD coated SS sheet @ Rs.410/- Sft)	RATE ONLY	No	25,000	
21	SOILD PVD SHEET CLADDING : Providing Making & fixing/pasting with approved adhesive in position 1mm thick SS Sheet of grade 304 PVD coated with approved colour, shade, texture & finish over 12mm thick base FLEXI Ply board of approved brand & manufacture, PVD coated sheet shall be wrapped around the base ply frame at site with approved quality adhesive etc complete as per drawings & instructions of Project-in-Charge. cost include the provision of offset spacing for light provision and any back base siface paint in matching shade of PVD finish prior installtion complete as per detail drawing. (Basic cost of PVD coated SS sheet @ Rs.410/- Sft) (Emboss Print design @ 100/- per sft)			-	-
a.	Solid Sheet Cladding Plain type 1	RATE ONLY	SQM	13,700	
b.	Solid Sheet Cladding with Emboss design Print Texture type 2	RATE ONLY	SQM	17,600	
22	FEATURE DIVIDER SCREEN : Providing & fixing feature divider screen made in SS frame with PVD finish color as approved of size 50x35mm fix from ceiling and bottom, The center screen made in 15x15mm SS solid strips with PVD finish color as approved in random vertical/horizontal section as per design, strips to be welded and finsh in even smothth level. internal frame to be make with random D shape 12mm thick Natural Fiber Polymer composite Board/Wood Material with duco paint finsh all around fix between the strip or pasted with required adhesive or non visible screw, Natural Fiber Polymer composite Board/Wood Material Panel will be in diffrent orientation and Gap as per design and complete as per detail drawing.			-	-
a.	FDS Size 1 : 1300mm Long x 3000mm high	RATE ONLY	nos	1,12,000	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
23	TOILET CUBICAL : Supply & Installation of fixing 18mm box up series Cubical of specified dimensions (approximately 1200 x 2000mm each) made from solid grade compact high pressure laminate as per IS:2046 manufactured under high pressure >5MPa and temperature 120degree C with bunch of Kraft papers, impregnated with thermo setting phenolic resin and decorative papers made of cellulose fibre, impregnated with thermosetting melamine resin which provides superior scratch , abrasion, heat, chemical, impact, graffiti moisture resistance along with anti bacterial properties of approved make Marion or equivalent;			-	-
	DOORS: All doors will be of single colour and made of 18 mm thick HPL compact panel or equivalent with chamfered edges, minimum three SS hinges affixed to pilasters, SS door knob, SS coat hook on each panel of door. The Door will be routed at the vertical ends and the rubber sponge lining will be inserted in the routed ends.			-	-
	PILASTERS: All pilasters will be made of 18 mm thick HPL Compact Panel or equivalent and completed with SS made lock set, comprising thumb -turn and occupancy indicator. Pilasters will be anchored to teh floor using steel made L Brackets and box up fixtures used for covering the floor anchored mechanism. All pilasters will be routed at vertical ends to facilitate closure of doors.			-	-
	DIVIDERS: All intermediate partitions or dividers will be made of 18mm thick HPL Compact laminate panels. They are fixed with SS made U-channels at their ends for stability. Design finish as sopecified in teh drawings and sizes etc as per drawings.			-	-
	HASRDWARE & ACCESSORIES : Corner joinery section made of SS grade 304, brush finish, of size 40x16x0.8mm with thick plastic film pasted for surface protection. Wall joinery section with hamming profile of size 21x22x0.8mm, Fixed front panel to be anchored to floor with L Bracket of SS316 and covered with SS316 grade box type plate from all directions with 100 mm clear height from ground, Matt finish surface. SS grade 304 butt hinges Matt finish, coat hook of SS304 grade lacquer finish with rubber stopper, round knob 30mm dia of SS304 grade lacquer finish, SS 304 grade screws, anti-rotation nylon polyamide grade-6 expandable wall plugs etc complete as per approved design, shade, colour, size etc complete			-	-
	Divider, Pilaster and other fixed panels including doors one number per cubicle	4.00	Nos	18,500	74,000
21	CARVING FEATURE JAALI : Providing Making & fixing the CARVED CNC CUT Natural Fiber Polymer composite Board/Wood Material JAALI made in 50mm thick Natural Fiber Polymer composite Board/Wood Material board either in single piece or two board pasted of 25mm each together with factory made cnc cut jalli in panel as per the design and drawing, jaali to fix from ceiling/wall/floor as per the requirement and stabilty support with required hardware complete. Entire jaali shall be finish in Duco/PU Polish finish as per the sample approved, and complete as per detail drawing. (Base Price of Carved Jaali panel @ 3500 per sft)	RATE ONLY	SQM		
21	BAR ABOVE COUNTER DESIGN FEATURE : Providing and fixing Bar above counter design fetaure made in existing 100mm thick partition supported from ceiling with making wings shape design feature with extra wooden or ply frame fix on existing partition and cladded with 6/8/12mm thick flexi ply as wherever required to match the perfect shape, also make provision of deep cove behind for strip light. The Entire exposed surface to be finished with 1mm thick SS sheet with Antique PVD finish shade as per approved, sheet to be factory made of corrugratted pattern with required pressing machine and pasted on flexi ply with required adhesive in complete respect to the satisfactory installtion. wings to be made in three level or much as per drawing, from exterior side only, also the bottom portion to be 300mm wide flat surface with plain board and cladded with plain SS 1mm thick PVD finsh wrap on it complete as per the design and requirements. (Base price of 1mm SS sheet +corrugratted pattern + Antique PVD finish @ 2500 per per sft) (Front surface area to be measured and paid) (Overall size 5100mm long x 1550mm high)	RATE ONLY	SQM	45,000	
	TOTAL FOR WOOD WORK FOR WALL PANELLING				1,11,000
F	FALSE CEILING WORK				









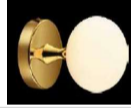
Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
1	<p>Fire Rated Board Gypsum False Ceiling : Providing and fixing Single Layer Boarding with 12.5mm thick plain and split level with Firebloc gypsum plasterboards, This includes ST50 fully knurled Perimeter Channel (0.50mm thick having one flange of 20mm and another flange of 30mm and a web of 28mm) screw fixed to brick wall/partition/ hanging with existing ceiling / existing MS framework and suspended GI frame with the help of approved screws at 600mm centers. Then suspending ST-50 fully knurled intermediate section (45mm x 0.90mm thick with two flanges of 15mm each) from the soffit at 1220mm centers with ST-50 fully knurled Ceiling L Angle (25x10mmx0.50mm thick) fixed to RCC Slab with USG Boral 227x35x1.5mm Soffit Cleat and 50mm Approved dash Fasteners @ 1200mm Centers respectively. ST-50 profiles are rolled with G.I Steel (120GSM & 230 MPa Yield Strength) Conforming to IS 277. ST-50 fully knurled Ceiling Section (51mm x 0.50mm thick with two flanges of 26mm each) is then fixed to the Intermediate channel with the help of 2.5mm dia wire connecting in a perpendicular direction to the intermediate channel at 457mm centers. 12.5mm thick Firebloc Pasteboards (Conforming to BS 1230 (Parti-1) is screw fixed with 25mm long Drywall screws at 230 mm centers. The screw fixing of gypsum boards to the metal framing at the periphery, openings, and cut edges should be at 150mm centers. All the fire Bloc gypsum plasterboards must be staggered. All joints are to be taped & finished with Paper tape & All-Purpose Joint Compound confirming to ASTM C475. above item include with all the vertical band, curve band, pelmet, cove, split level etc. also wall to wall plan area shall be measured for claim, vendor to quote as per design/dwg. and no extra item/charges will be entertain or approved in any manner.</p> <p>Note : Above item excluding the cost of painting.</p>	25.00	Sqm	2,100	52,500
2	<p>MOISTURE RESISTANT GYPSUM CEILING : Providing and fixing MR grade gypsum board false ceiling including providing and fixing GI grade 175 (120 gm/m2) perimeter, channels (20 x 30 x 27 x 0.50mm thick) fixed to brick masonry / partition / hanging with existing ceiling / existing M.S. frame work and suspended GI intermediate channel. Rate to include making necessary cut out/opening for light fitting A C diffuser, cove, pelmet, band etc. The cut out to have perimeter channel of size 20x27x30x.5mm all round and supported suitably and finally finished with gypsum board and finally finished with two or more coat of paint (Paint cost excluded) of approved make & shade with required tapping the joints, base primer, putty complete in all respect. Rate quoted should be included for all design work, Nothing to be paid extra for design work. (Actual Plain Area to be measured & paid).(Male, Female, & Handicap Toilet false ceiling)</p>	30.42	Sqm	2,300	69,955
3	<p>METAL GRID CEILING : Providing and fixing GI Clip in Metal Ceiling System of 600x600 mm module which includes providing and fixing 'C' wall angle of size 20x30x20 mm made of 0.5 mm thick pre painted steel along the perimeter of the room with help of nylon sleeves and wooden screws at 300 mm center to centre, suspending the main C carrier of size 10x38x10 mm made of G.I steel 0.7 mm thick from the soffit with the help of soffit cleat 37x27x25x1.6 mm, rawl plugs of size 38x12 mm and C carrier suspension clip and main carrier bracket at 1000 mm c/c. Inverted triangle shaped Spring Tee having height of 24 mm and width of 34 mm made of GI steel 0.45 mm thick is then fixed to the main C carrier and in direction perpendicular to it at 600 mm centers with help of suspension brackets. Wherever the main C carrier and spring T have to join, C carrier and spring T connectors have to be used. All sections to be galvanized @ 120 gms/sqm (both side inclusive), fixing with clip in tiles into spring T with :</p>				-
	<p>GI Metal Ceiling Clip in plain Bevelled edge global white colour plain tiles of size 600x600 and 0.5 mm thick with 25 mm height, made of G I sheet having galvanizing of 100 gms/ sqm (both sides inclusive) and electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending. (For Kitchen false ceiling)</p>	26.40	Sqm	2,100	55,440
4	<p>POP CEILING ; Providing and making POP Ceiling with GI section of 0.55 mm thick having web of 51.5mm & two flanges of 26mm each with lips of 10.5mm are fixed to the intermediate channels with help of connecting clips and in direction perpendicular to the intermediate channel with centers of 333 mm, entire surface to be cover with rabbit wire mesh fixed to GI Frame and applied POP Puning over the mesh web in even level till dry, cost also include the split level, curve design, cove, cornice, as per design and drawing or as per directions of Project-in-Charge. No Extra payment shall be payable for any vertical, bulkhead,lights & services cutting etc.</p>	RATE ONLY	sqm	1,850	
5	<p>FEATURE IN POP CEILING : Same as above item POP CEILING with extra vertical GI section with wiremesh web in elliptical / circular shape with random height level of 250 to 450mm with deep niche as per the design and drawing. (Plan area shall be measure and paid, Paint not included)</p>	RATE ONLY	sqm	2,300	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
6	ACRYLIC SCREEN IN CEILING : Providing and fixing Acrylic Screen made of Sandwich with 2 layer of 3mm thick acrylic sheet color as per approved with bacelit of provision light in back, SS PVD Finish 1mm thick Jaali sheet to be insert between the acrylic and pasted, panel to be fix with L Angle edge profile of SS PVD finish corner Trim profile complete as per detail drawing. (Basic cost of PVD coated SS sheet @ Rs.410/- Sft, Design cutting @ 100 per sft), (Acrylic 3mm thick @ Rs. 80/- per sft) For Feature niche in ceiling	RATE ONLY	sqm	2,300	
TOTAL FOR FALSE CEILING WORK					1,77,895
G	FINISHING WORK				
1	Painting & applying of texture paint (interior grade) including base preparation with sanding of existing surface of plain wall/partion & repairing with putty for achieving even surface of approved Finish or as per manufacturer etc requirements, Applying of texture base design with coating of approved color with 2-3 coat of paint of approved and complete as per the requirements.				-
a.	Texture Paint Type 1 - (Rough Sand Stone finish shade): Base Rate of Texture paint @ 200/- Per sft, For Reception area	5.00	Sqm	2,500	12,500
b.	Texture Paint Type 2 - (Gold / Silver Leaf with Antique finish): Base Rate of Texture paint @ 150/- Per sft, For Feature ceiling inside niche & site specific	RATE ONLY	Sqm	3,700	
2	Providing three or more coats of Plastic Emulsion paint of approved make & shade including preparation of base by cement based putty & primer complete in all respect. (Ceiling/wall as per design and site)	350.00	Sqm	370	1,29,500
3	Providing & fixing Fabric backed Vinyl Wall covering(10.05mtr. X .52mtr) (300gsm Type-II) fire Retardant as per approved sample including all fixing arrangement complete in all respect.(Basic cost of Fabric backed Vinyl Wall covering @ Rs. 3230/- Sqm) For spa & site specific	RATE ONLY	Sqm	3,560	
G	TOTAL FOR FINISHING WORK				1,42,000
G	MISC WORK				
1	Providing & filling 50mm thick Fibre Glass wool (64kg density) in M. S. frame work for partition wall for making sound proof	RATE ONLY	Sqm	6,500	
2	Providing & fixing 6mm thick silver back finish looking mirror with adhesive of approved make on existing Natural Fiber Polymer composite Board/Wood Material ply as per design including all fixing arrangement complete in all respect. (Basic cost of looking Mirror @ Rs. 120/- Sqft)				-
a.	Mirror Panneling with back ply - For Ladies toilet full ht mirror	2.00	Sqm	2,750	5,500
b.	Mirror with SS PVD Finish Profile Frame and back ply : Size 800mm long x 900mm high - For Toilets	5.00	Nos	4,500	22,500
3	Providing & fixing Trims profile in wall partition,floor,ceiling etc in Rose Gold or approved color finish as per approved sample fixed with adhesive of approved make including all fixing arrangement complete in all respect.				-
a	L- angle profile (12mm x 12mm x 1.5mm thick)(Basic cost of profile @ Rs. 350 Rmtr.)	15.00	Rmtr	550	8,250
b	Transition Profile : size 25mm wide - For where change in in floor such carpet,wooden floor,tile, stone etc. (Basic cost of profile @ Rs. 350 Rmtr.)	5.72	Rmtr	650	3,718
c	Insert BRASS Strip Trims - size 5mm wide on top x 4mm thick x 25mm deep, Base Price Rs. 550/- per rmt	RATE ONLY	Rmtr	860	
4	P/F Planter Threshold (size 100mm thick x 150mm high) made in MS frame 25x25 with 1.4mm thickness and cladd with single layer of BWP Natural Fiber Polymer composite Board/Wood Material Board all around with hardware as required and finish with approved material as per below and pasted with required ashesive and buffing polish complete as per the design.				-
a	Type 1 with Corion finsh, Base price of marble Rs. 850/- per sft	RATE ONLY	Rmt	2,450	
b	Type 2 with Marble finsh, Base price of marble Rs. 900/- per sft	RATE ONLY	Rmt	2,540	
5	Curtain : Providing and installing Curtain made in approved fabric shade and color with fabric transperency as approved, cost include the curtain track channel single/double along with curtain hold tie and complete as per the design and requirements.				-
a.	Shear Curtain : Base Price of fabric @ 450/- per mtr	RATE ONLY	sqm	750	
b.	Fabric Curtain : Base Price of fabric @ 850/- per mtr	RATE ONLY	sqm	1,450	
6	Providing & fitting extra support arrangements for chandelier hangging as per requirements with MS support frame/ Ply support complete with all the fastner hardware as required.	RATE ONLY	nos	2,000	
7	Expansion Joint Trims/Profile : Providing and fixing Expansion joint cover Trim made in SS with PVD finish size upto 150mm wide complete as per manufacturer details and all ht level. Base rate of Trims @ Rs. 1500 Per mtr. (Cost not include of Expansion joint treatment between slab and wil bel seperate)				-
a	Floor	RATE ONLY	Rmt	2,300	
b	Ceiling	RATE ONLY	Rmt	2,300	

Sr No	Particulars	Qty.	UoM	Impulse	
				Negotiated/ Final	
				Unit Price INR	Total Amount INR
c	wall	RATE ONLY	Rmt	2,300	
8	ACRYLIC SCREEN PANEL : Providing and fixing Acrylic Screen made of Sandwich with 2 layer of 3mm thick acrylic sheet color as per approved with bacelit of provision light in back, SS PVD Finish 1mm thick Jaali sheet to be insert between the acrylic and pasted, panel to be fix with edge SS PVD finish corner / L Trim profile complete as per detail drawing. (Basic cost of PVD coated SS sheet @ Rs.410/- Sft, Design cutting @ 100 per sft), (Acrylic 3mm thick @ Rs. 80/- per sft) For Open Lounge, SPA	RATE ONLY	sqm	15,600	
9	Artifact of approved design , texture , shape fix in wall/ceiling with require hardware and arrangements support, complete as per design.				-
a.	Artifact element - Large, Base Range Rs. 15000/- each	RATE ONLY	Each	21,000	
b.	Artifact element - Mid size, Base Range Rs. 7500/- each	RATE ONLY	Each	10,500	
c.	Artifact element - small size, Base Range Rs. 3000/- each	RATE ONLY	Each	4,500	
10	Duco / PU Paint : Providing & Applying Duco / PU Paint as per approved color, shade and sample approve by the Architect, base to be prepare on dry surface with smooth / plain with proper sanding with duco / PU patti 3-4 coat and make it smooth to receive the final finish paint with spray machine including base primer complete as the instructuion by the manufacturer or satisfactory level of finish by the Project Incharge.	3.00	SQM	3,750	11,250
11	Access Panels ; Providing Access Panel Trap Doors with not more than 1/16" shadow/gap on finished surfaces. Panel inlay duplicates wall and ceiling specifications to ensure acoustic integrity. Hardware free finish, opens with concealed touch-latches. The panel can be removed completely for full access. Access Panels arrive ready for installation with factory installed gypsum board inlay. Aluminium extrusion with gypsum board installed.			-	-
a	Size- 450x450 mm	2.00	EACH	3,560	7,120
	TOTAL FOR MISC WORK			-	58,338
A	Total Basic		₹		25,38,545
B	Taxes		₹		4,56,938
C	Price [A+B]		₹		29,95,483

Price Comparative Statement

Company Name :	LKO INTNL ARPT LTD
Project Name :	Finishing work for Toilet & Pantry Work at CIP Lounge at Terminal-03, CCSI Airport, Lucknow

Sr No	Particulars	Qty.	UoM	Reference Image	Impulse	
					Negotiated/ Final	
					Unit Price INR	Total Amount INR
LIGHT FITTING						
A.	LIGHT FITTING - (Brands/Make : Havells / Philips / SYSKA / Regent)					-
	Supply, assembling, erection, connecting, testing and commissioning of the following LED light fixtures complete with housing, reflectors, all accessories i.e. copper wound ballast, HPF condensers, starters, holders etc. complete as required					-
1	LINOS LED COB DL320905 3W 3K 15D WHT+SLV	3	nos		1,560	4,680
2	ORRIN DL75231106 7.5W 4K R 45D WH	52	nos		2,100	1,09,200
3	EGAN SERIES RECESSED , DL9231129 , 9W, 4000K RR	12	nos		2,700	32,400
4	EAGLE LED COB DL DL09312116 09W 4K + IVEX RING T-HB46366W RR WHT DR	6	nos		3,500	21,000
5	EAGLE LED COB DL DL15312116 15W 4K+ IVEX RING T-HB46366W RR WHT DR	4	nos		3,200	12,800
6	ASTER PRO LED PNL BP361625D 2X2 36W 65K	3	nos		3,900	11,700
7	CIRCLET CD CG9014 G9 9H*3.5W, GOLD Finish, 30W (P1) Dimmable	13	nos		35,000	4,55,000
8	AL43G9C01, 3.5W each LED lamp wattage G9 lamp holder (Total Wattage- 3.5* 9= 30W)	117	nos		1,500	1,75,500
9	CIRCLET PD SG40150 4H*3.5W G9 GOLD Finish, 14W (P2) Dimmable	6	nos		35,000	2,10,000
10	AL43G9C01, 3.5W each LED lamp wattage G9 lamp holder (Total Wattage- 3.5* 4= 14W)	24	nos		1,500	36,000
11	CIRCLET WL WG1052 1H*3.5W G9 GOLD Finish,	18	nos		7,600	1,36,800
12	AL43G9C01, 3.5W each LED lamp wattage G9 lamp holder	18	nos		1,500	27,000
13	LED STRIP LIGHT LS20WD0505D LUME LED SP 05W 4000K (5 Meter roll) + LUME LED Driver A23A24VP1 72W 24V ND P20	650	Feet		120	78,000
B	DECORATIVE LIGHTING - (Brand & Make : White Teak (Asian Paints) / Jainsons / Jaquar)					-
1	Lucio Chandelier, CG28001, 4WX28N filament lamps, 112W, E14 Lamp Base holder	5	Nos		2,20,000	11,00,000
2	LED Recessed 25W LED, colour temperature of 4000K, Continues U Profile, B = 50mm, H = 35mm. Recessed with Trim luminaire Slash S with HPE (High-Performance Efficiency) LED (Light Emitting Diode) system power: 24 W / 4 Feet, Luminous flux of luminaire 2640 lm / 4 Feet, Colour temperature of 4000 K, Neutral white, CRI > 80, 230 V constant current driver, 70 % of luminous flux after 50,000 operating hours, Energy-efficient LEDs, Direct light emission, Luminaire profile in aluminium, Polyester powder-white coloured coat applied over a 5- stage pre-treatment, snap-fit satin diffuser for homogenous light distribution, ZHLS (ZERO HALOGEN LOW SMOKE) internal wiring, integral Electronic control gear Protection class I, IP 40, B = 50 mm, H = 35 mm	30	Rmt		450	13,500
3	Cylindrical Pipe Hanging light with LED lamp at bottom with diffuser 25w - 600mm long x 50+mm dia	30	nos		5,600	1,68,000
A	Total Basic			₹		25,91,580
B	Taxes			₹		4,66,484
C	Price [A+B]			₹		30,58,064

PROJECT : LKO, DOMESTIC CIP LOUNGE AT T3, LUCKNOW AIRPORT		
LIST OF MAKES ELECTRICAL		
S. No	Equipment/Item/Material	Approved Makes
1	MCCBs	LEGRAND/L&T/SCHNEIDER/ABB/SIEMENS / C&S
1	MCBs /ELCBs	LEGRAND/L&T/SCHNEIDER/ABB/SIEMENS / C&S
2	CABLE TRAYS & RACEWAY ACCESSORIES	SUPERMAX / INDIANA / PELCO / SLOTCO
3	CABLE TRAY STEEL SUPPORTS	SUPERMAX / INDIANA / PELCO / SLOTCO
4	GI PIPES	JINDAL (HISSAR)/TATA (ISI)
5	HDPE (DWC) PIPES	DURALINE/ REX/ TIRUPATI
6	MCB DISTRIBUTION BOARDS	SCHNEIDER/LEGRAND/SIEMENS/L & T
7	L.T. CABLES & CONTROL CABLES	POLYCAB /HAVELLS / NATIONAL / ICC / KEI/SKYTONE/ GEMSCAB/ BONTON
8	CABLE GLAND	COMMET/HMI/GRIPWELL
9	LUG/ TERMINAL BLOCKS	DOWELL'S/REYCHAM/COMMET/ WAGO/ ELMEC
10	BATTERIES	EXIDE/HBL/ROCKET/STANDARD/AMCO/CUMMINS
11	UPS	APC/EMERSON/ABB/ GUTOR
12	WIRE	FINOLEX/ HAVELLS/ POLYCAB/ KEI
13	RACEWAYS	MK/LEGRAND/ SCHNEIDER
14	PLOYCARBONATE JUNCTION BOX	SINTEX/MK/LEGRAND
15	LED LIGHT FITTINGS	PHILIPS/ THORN/ SCHREDER / SITECO
16	GI CONDUIT	BEC/AKG/ NIC/STEEL CRAFT/JINDAL
17	GI CONDUIT ACCESSORIES	RAMA/ SHARMA SALES CORPORATION / FIT WELL/ AKG
18	JUNCTION BOXES	LEGRAND/ MK/ SCHNEIDER
19	IP RATED FLOOR BOXES	LEGRAND/ MK/ SCHNEIDER
20	MODULAR PLATE TYPE SWITCH / SOCKET GI BOXES / FAN REGULATOR/TELEPHONE SOCKET	MK (WRAPAROUND)/ LEGRAND (MYRIUS)/ SCHNEIDER (ZENCEO) / NORTH WEST (STYLUS) / CRABTREE (ATHENA)
21	TELEPHONE CABLES / WIRES / CO-AXIAL TV CABLES	FINOLEX/POLYCAB/ HAVELLS/ RR KABLE/ SKYDA/ BCH/ L&T/ DALTON
22	CAT 6 CABLE / CAT 6A / FIBER OPTIC CABLE & ASSOCIATED ITEMS	SCHNEIDER/ SIEMON/ SYSTIMAX
23	TELEPHONE TAG BLOCK	KRONE (GERMAN) /POUYET
24	LUGS / FERRULES / THIMBLES	DOWELLS / JAINSON
25	OCCUPANCY SENSOR	PHILIPS /WIPRO /GE
26	RJ-45 MODULAR SOCKET WITH PLATE	AMP/ SCHEINDER/ SIEMON / SYSTIMAX
27	DATA RACK & ACCESSORIES	SCHNEIDER, RITTAL, VALRACK
28	MAIN FIRE ALARM CONTROL PANEL	NOTIFIER/HONEYWELL/ EDWARD/SIEMENS/BOSCH
29	MULTI CRITERIA/SMOKE DETECTOR	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
30	INTELLIGENT HEAT	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
31	SPEAKERS	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
32	DIGITAL VOICE EVACUATION SYSTEM	NOTIFIER/HONEYWELL/GAMEWELL/SIEMENS/BOSCH
33	CCTV	CP PLUS/HIKVISION/ZICOM/PELCO/SONY
34	EMERGENCY CALL SYSTEM	ZENTAL- NORWAY, SIEMENS, HONEYWELL
35	DISTRIBUTION PANEL	NEPTUNE/ABB/ADLEC/ADVANCE
36	FAULT ISOLATOR	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
37	RESPONSE INDICATOR	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
38	CONTROL MODULE	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
39	HOOTER	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
40	MANUAL CALL POINT	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
41	MICROPHONE	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH
42	MICROPHONE WITH TABLE	NOTIFIER/HONEYWELL/EDWARD/SIEMENS/BOSCH

LIST OF MAKES HVAC		
1	AIR HANDLING UNIT	Edgetech / Waves / VTS / Caryaire
2	AIR CURTAINS	Euronics / Airtecncis /Orchids
3	INLINE FAN	KRUGER / SYSTEM AIR / GREENHECK
4	MS PIPES UPTO 200MM DIA	JINDAL / TATA STEEL
5	BUTTERFLY VALVE	AIP / CASTLE / JAYHIWA
6	Y-STRAINER	AIP / EMERALD / CASTLE
7	PRESSURE GAUGE	DWYER / FEIBIG / H GURU
8	THERMOMETER	EMERALD / H GURU / TAYLOR
9	AUTO AIR VENT VALVE	OR(ITALY) / AIP
10	AUTOMATIC PRESSURE INDEPENDENT BALANCING VALVE FOR AHU	BELIMO / DANFOSS / FLOWCON
11	THERMOSTAT	DANFOSS / HONEYWELL / JOHNSON / SIEMENS
12	FACTORY FABRICATED DUCT	ZECO/ DUCTOFAB/ ROLASTAR/ALFA DUCT
13	FIRE DAMPERS MOTORS	SYSTEM AIR / DYNACRAFT / TROX / COSMOS / GREENHEC
14	G.I. SHEET METAL DUCT	JINDAL HISSAR /NATIONAL/ TATA STEEL
15	GRILLES/ DIFFUSERS/NOZZLES	RUSKIN TITUS/ SYSTEMAIR/TROX/CARYAIRE
16	FIRE DAMPERS (UL LISTED & STAMPED)	GREENHECK/ RUSKIN/ TITUS/ SYSTEM AIR/ CARYAIRE
17	G.I. SHEETS	JINDAL HISSAR/ SAIL
18	FIRE RATING OF DUCTS	LAF/PROMAT
19	FLEXIBLE DUCT	ATCO/ CARYAIRE
20	SOUND ATTENUATOR	SYSTEMAIR/TROX/CARYAIRE
21	GLASS WOOL/ FIBREGLASS	OWENS CORNING /U.P. TWIGA/ KIMMCO
22	POLYURETHANE FOAM	MALANPUR /SUPERURETHANE
23	CROSSED LINKED POLYETHYLENE FOAM	TROCELLENE / SUPREME/ PARAMOUNT/ THERMAFLEX/ K-FLEX
24	CLOSED CELL ELASTOMERIC NITRILE RUBBER	K-FLEX /A-FLEX/ARMACELL
25	NON-WOVEN FIBRE MATERIAL	MIKRON/ DU PONT
26	UV PROTECTIVE COATING	ARMACELL/ARMACHEK/AMICOL/PARAMOUNT/ POLYBOND/PROMARK ASSOCIATES
27	ALUMINIUM TAPE	JOHNSON/BIRLA 3M
28	ALUMINIUM SHEET/ PERFORATED AL SHEET	BALCO/ HINDALCO
29	ANCHOR FASTNERS	CANNON/ HILTI/FICHER/RAWL PLUG
30	VIBRATION ISOLATOR	CORI/RESISTOFLEX/DUNLUP

31	FIRE SEALANT	BIRLA 3 M/ HILTI/PROMAT
32	FLEXIBLE PIPE CONNECTION	CORI/RESISTOFLEX
33	VAPOUR BARRIER COATING/PAINT	FOSTER SEAL PASS COATING
34	FIBRE GLASS WOVEN CLOTH (7 MIL-APPROX. WT 200 GM./SQ.MT)	OWEN CORNING/ UP TWIGA/ KIMMCO/ARCO
35	STUCK UP PINS	IDENDEN/ DURODYNE/ DETONATE
36	PIPE HANGERS' CLEVIS TYPE	GRINNELL/MUPRO/AMIL/UNISTRUT
37	VARIABLE FREQUENCY DRIVES	DANFOSS/ABB/SIEMENS
38	FILTERS	PUROLATOR/THERMODYNE/SPECTRUM
39	TEMPERATURE AND RH SENSOR	HONEYWELL/SIEMENS-STAEFA/JOHNSON
40	MOTORS	ABB/SIEMENS/BHARAT BIJLI
41	VIBRATION ISOLATOR/SUSPENDERS	RESISTOFLEX
42	FLEXIBLE CONNECTIONS FOR FAN OUTLET	MAPRO/CARYAIRE
43	2 WAY VALVE	DANFOSS / BELIMO

LIST OF MAKES PL & FF

1	Single bowl with drainboard sink	NIRALI / KAFF / EQUIVALENT
2	Plumbing CP and sanitary fixtures, including flush valves, metering & manual faucets, Urinal,Urinal sensor ,shower line drain, Towel shelf,rain shower, sink mixture etc.	KOHLER / EURONICS / Queo
3	C.P gratings, floor drains and cockroach traps.	NEER / CHILLY / EQUIVALENT
4	Grab Bar,baby diaper changing station,robe hook Automatic & Manual soap dispencer,hand drayer,paper towel dispencer,Toilet paper holder.	EURONICS/ EQUIVALENT
5	Floor drains	SUPREME / KOHLER/ NEER
6	cPVC Pipe & Fittings for Water Supply	ASTRAL / SUPREME / ASHIRVAD
7	uPVC pipes & fittings	ASTRAL/ SUPREME/ ASHIRVAD/ FINOLEX
8	RCC Hume Pipes	INDIAN HUME PIPE / EQUIVALENT
9	Solvent Cement	ASTRAL / SUPREME / PRINCE
10	PVC ASTM Schedule pipe	ASTRAL / SUPREME/ EQUIVALENT
11	Insulation (Hot water)	ARMAFLEX / VIDOFLEX /EQUIVALENT
12	Brass & Gun metal, Gate valve	ZOLOTO / RB / SANT/ L&T
13	Ball Valves	ZOLOTO / ITAP/ EQUIVALENT/ L&T
14	Butterfly Valves	ZOLOTO / AUDCO/ EQUIVALENT/L&T
15	Auto Sensors	AOS / ASKON/ EQUIVALENT
16	Water meter (Mechanical Type)	ITRON / KAYCEE / CAPSTAN / KRANTI
17	Pipe Supports	HITECH/ EQUIVALENT
18	Paints	ASIAN PAINTS / BERGER / SHALIMAR PAINTS
19	Prefabricated, Fiberglass, Steel, PVC Etc. for Flushing Tank and Holding Tank, Overhead water Tank)	BELCO / RHINO / SINTEX
FIRE FIGHTING SYSTEM		
20	Pipe And Fittings	TATA/ JINDAL/ SURYA
21	Valves	KBL/ INTERVALVE/ LEADER / SANT / ZOLOTO
22	Pressure Gauge	H GURU / FIEBG / DANFOSS
23	Flow Switches	DANFOSS / HONEYWELL / SWITZER
24	Coating & Wrapping	IWL / RUSTEK / EQUIVALENT / PYPKOTE/ COALTECK
25	Enamel Paint	ASIAN/ NEROLAC/ BERGER
26	Paint Primers	ASIAN/ JENSON NICHOLSON
27	Sprinklers	H.D. FIRE / TYCO / VIKING
28	Fire Extinguishers	PADMINI/ SUPEREX/ OMEX/ MINIMAX / NEWAGE / GETECH / SAFEGUARD/ FIREX/ LIFE GUARD
29	Pipe Hangers	CAMRY/ CHILLY/ GMGR
30	Sprinkler Flexible Connection Pipe	NEWAGE/YOUNGJIN/FLEXHEAD

PROJECT : LKO, DOMESTIC CIP LOUNGE AT T3, LUCKNOW AIRPORT**LIST OF APPROVED MAKE FOR THE CIVIL AND INTERIOR WORKS**

S.No.	Material/Treatment	Make / Manufacturer/Specifications
	CIVIL WORKS	
1	AAC Block Work	AMBUJA COOL WALL / ULTRATECH EXTRA LIGHT / GODRAJ ACC BLOCK / WONDER ACC BLOCK
2	Adhesive for Block work/Tile & Stone	MYK / ARDEX / MAPAI / PIDILITE
3	Reinforcement Steel	TATA TMT/Sail TMT/RINL(vizag)
4	Structural Steel Roled Section	JSS / JSW / JSPL / TATA
5	Memberane for waterproofing	MYK / ARDEX / FOSROC / DR. FIXIT
6	Waterproofing Compound	MYK / ARDEX / FOSROC / DR. FIXIT
7	Cement	AMBUJA / ACC / ULTRATECH
8	Deck sheet for roofing	TATA / JINDAL
9	Coarse Sand	As per IS 383 (latest Addition) from approved quarry
10	Stone Aggregate	As per IS 383 (latest Addition) from approved quarry
11	Fine Aggregate	As per IS 383 (latest Addition) from approved quarry
12	Anti-termite Trewatment	BAYERS
	INTERIOR WORK	
13	Vitrified Tiles	KAJARIA / JHONSONS / NITCO
14	Ceramic tiles	KAJARIA / JHONSONS / NITCO
15	Designer tiles	SIDRON / SOIL / THE TILE & CO. / MODERNITY or As Per Approved
16	Hand made / Mosaic Tiles	MOSAIC WORLD / KERAMOS or Equivlant
17	Adhesive for Tile work	PIDDILITE / LATICRETE / ARDEX
18	Carpet floor (Axminster/Broadloom), RUGS	GENIE CARPET / APPOUSE DESIGN PVT LTD / GLOBAL DESIGNS / OBEETEE / JAIPUR RUG or As Per Approved
19	Wooden floor	PERGO / TARKETT / SPAN / KAARA or As Per Approved
20	Natural Wood	White Ash Teak wood (Ghana Teak in BOQ nomenclature be read as white Ash Teak)
21	Natural Fibre Composite and Polymer Board & Wood Material	INDOWUD / RELWOOD
22	ECO	MARINO / GREEN LAM / CENTURY
23	Laminates	MERINO / GREENLAM / SONEAR

PROJECT : LKO, DOMESTIC CIP LOUNGE AT T3, LUCKNOW AIRPORT**LIST OF APPROVED MAKE FOR THE CIVIL AND INTERIOR WORKS**

S.No.	Material/Treatment	Make / Manufacturer/Specifications
24	Veneer	MERINO/ GREEN/ DURO / DONEAR
25	Glass	SAINT GOBAIN / AIS
26	Concealed Doors closer	ASSA ABLOY / GEZE / DORSET
27	Cylindrical Locks with Handles	ASSA ABLOY / GEZE / DORSET
28	Wall Paper	MURASPEC / MAJASTIC
29	HDHMR / HDF BWP - FR Board / Ply	ACTION TESSA / GREEN PANELMAX (GREENPLY) / CENTURY / DURO
30	Waterproof Flexible Ply	GREEN PANELMAX (GREENPLY) / CENTURY / DURO
31	MDF Board	ACTION TESSA / GREEN PANELMAX (GREENPLY) / CENTURY / DURO
32	Bison Board	NCL (Bison Panel) or Eqv
33	Hardware	EBCO / ASSA ABLOY / HETTICH / HAFEFLE
34	Catchers	EBCO / ASSA ABLOY / HETTICH / HAFEFLE
35	Screws	NETTLEFORD / GW
36	Mirror	AIS / SAINT GOBAIN / MODI FLOAT
37	False ceiling frame	GYPROC-Saint gobain / Knauf / USG
38	Gypsum Board	GYPROC-Saint gobain / Knauf / USG
39	Ceiling Grid / Trims / Extruded / Axiom Profile	KNAUF / ARMSTRONG / SAINT GOBAIN / USG
40	Ceiling Accoustic / Metal / Baffle Tiles & Planks	KNAUF / ARMSTRONG / SAINT GOBAIN / USG / DURLUM
41	Calcium silicate Board / TILES	RAMCO HILUX / PROMAT
42	POP / Gypsum Plaster	J.K WHITE / BIRLA / GYPROC / DUDHI
43	Plastic Emulsion Paint & Primer	DULUX / ASIAN / ICA / JOTUN / NIPPON
44	Texture	SKK BY JAPAN /ICA or Equivlant as approved
45	Stucco Paint	ASIAN / ACRO / DULUX
45	Coating Polish & Paints - For Metal/Wood	ICA / DULUX / ICI / SIRCA / JOTUN / ASIAN
46	Fire Resistant Paint / Coating	PROMAT / ICA / NOBLE PAINTS / ASIAN
47	Synthetic Enamel Paint	ASIAN PAINTS / BURGER / DULUX

PROJECT : LKO, DOMESTIC CIP LOUNGE AT T3, LUCKNOW AIRPORT**LIST OF APPROVED MAKE FOR THE CIVIL AND INTERIOR WORKS**

S.No.	Material/Treatment	Make / Manufacturer/Specifications
48	Distempers, Plastic Emulsion Paints and Primers	ASIAN PAINTS / BURGER / DULUX
49	Cement Based Putty for expose ceiling	BIRLA / J K WHITE
50	Tower Bolt	ASSA ABLOY / HETTICH / HAFEFLE
51	E.P.D.M. Gasket	ANAND / ROOP
52	Masking tapes	3M
53	Polysulphide Sealant	CICO TECHNOLOGIES / SIKKA / FOSROC / STP
54	Glass Wool Insulation / Infill	NOWOFILL / UP TWIGA
55	SS SHEET PVD COATED	304 GRADE FIBRINOX / JINDAL
56	S.S. Work	JINDAL / CHROMA / INALCO (304 GRADE)
57	FROSTED FILM	3M / AVERY
58	TRASITION PROFILE	BOTTOM LINE / PROGRESS PROFILE
59	SS SHEET FIXING MATERIAL	VENTURA (BUTTON FIX)
60	FITTING FOR SLIDING DOOR	CLASSIC 80M SLIDO (HAFELE) / HETTICH
61	C & J Gola Profile	HAFELE / HETTICH / PROGRESS / BOTTOMLINE
62	Aluminium L Profile	HAFELE / HETTICH / PROGRESS / BOTTOMLINE
63	Toilet Cubicals	MARINO / GREENLAM Sturdo
64	Light Fixtuers	HAVELLS / TISVA / PHILLIPS
65	Decorative light Fixtuers	WHITE TEAK / JAINSONS / KAPOOR LIGHTS / TISVA
66	Feature Designer light Fixtuers	Customised / Imported As Per Design
67	Aluminium Work	HINDALCO / JINDAL /BHARAT ALUMINIUM
68	ACP Sheet (Fire Rated)	ALUDECOR / ALSTONE / ALSTRONG
69	Febric for false ceiling	MORBERN, DWINDO, DRAPESY
70	Febric with Art work	MORBERN, DWINDO, DRAPESY
71	Framed Alluminium Partition system	CITTERIO / JEB / ALLOY / KUBIK
72	Toughened Glass	AIS / SAINT GOBAIN
73	Fire door	PACIFIC / NAVAIR
74	Imported marble	Stonex / A-Class / Marble city or As per Sample Approved

PROJECT : LKO, DOMESTIC CIP LOUNGE AT T3, LUCKNOW AIRPORT**LIST OF APPROVED MAKE FOR THE CIVIL AND INTERIOR WORKS**

S.No.	Material/Treatment	Make / Manufacturer/Specifications
75	Access Panel	Knauf / Saint gobain
76	Furniture works	GIORGETTI / Stenley / Natuzzi / D'ale Modern / Sunday design or As per approved
77	Weigh Hanger / Suspended Supports	GRIPPLE or Equivlant
Note:	In the List of recommended above, out of makes mentioned in the list, only 1st make shall be quoted for and used. However if due to non-availability or any other technical reasons, the alternative make is allowed, it shall be subject to price adjustment.	

STC - Finishing work for Toilet & Pantry Work at CIP Lounge at Terminal-03, CCSI Airport, Lucknow

Sr. No.	Particulars	Employer's Terms and Conditions
1.	Scope of Work	Finishing work for Toilet & Pantry Work at CIP Lounge at Terminal-03, CCSI Airport, Lucknow, work shall include preparation of shop drawings, as-built drawings, and prototype (if any).
2.	Effective Date	The Effective Date shall mean the date of issuance of the Service Order/letter of award by the Employer to the Contractor.
3.	Site	The Contractor shall perform the Works at Terminal-03 Chaudhary Charan Singh International Airport, Lucknow and shall have access to the Site from the issuance of order/letter of award.
4.	Completion Schedule	<p>4.1 The Contractor shall perform the Works and achieve Completion within 90 days from the date of Notice to proceed or commencement date notified by LIAL.</p> <p>4.2 The Contractor shall complete mobilisation at the Site within Three (03) days from the date of Notice to proceed or commencement date notified by LIAL.</p> <p>4.3 The Contractor shall submit shop drawings within Fifteen (15) days from the date of Notice to proceed or commencement date notified by LIAL.</p>
5.	Basic Price	5.1 The Basic Price shall be as specified in the Price Schedule set out in 'Annexure I: Price Schedule' and shall be payable on a BOQ basis. The Basic Price shall be inclusive of applicable Taxes (except GST), labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, insurance charges, margin, overheads, charges for Bank Guarantees and other costs associated with the performance of the Scope of Work.
	SO Price	5.2 The SO Price shall be as specified in the Price Schedule set out in 'Annexure I: Price Schedule', which shall be inclusive of GST.
5.	Taxes	GST shall be paid at actuals, as per the rates specified in the Price Schedule set out in 'Annexure I: Price Schedule'. BOCW Cess, if applicable, shall be directly paid by the Employer.
7.	Payment Terms	<p>Adhoc Payment against Material Delivery: Fifty percent (50%) of the basic invoice value of relevant item rate (along with applicable GST payable) shall be paid on material delivery at site and certification by Engineer-in-charge on pro rata basis within Thirty (30) days of certification. Adhoc amount paid shall be reconciled in the RA bill against the relevant item.</p> <p>Running Account Bill: One Hundred (100%) of the Basic invoice value (along with applicable GST payable) shall be paid on a pro rata basis within Thirty (30) days after submission of duly certified invoice for Running Account Bill (in a manner and form as specified herein) against submission of the following documents:</p> <p>(a) tax invoice, including details such as item number, Contractor's GST identification number and permanent account number: one (1) set of original and two (2) sets of copies;</p> <p>(b) inspection release note and/or measurement sheets duly certified by the Employer's representative;</p>

Sr. No.	Particulars	Employer's Terms and Conditions
		<p>(c) reconciliation statement of Free Issue Materials/ Adhoc Payments (if applicable);</p> <p>(d) copy of insurance policies to be procured by the Contractor; and</p> <p>(e) copy of statutory registrations as required for performance of the Works under the SO Documents.</p> <p>Final Bill: One Hundred (100%) of the Basic invoice value shall be paid within Sixty (60) days from Commissioning, handing over the site to Employer and on submission of the following documents:</p> <p>(a) [invoice/Final Invoice]: one (1) set of original and two (2) sets of copies;</p> <p>(b) Provisional Acceptance Certificate issued by the Employer;</p> <p>(c) Performance Bank Guarantee;</p> <p>(d) final reconciliation statement of Free Issue Material/ Adhoc Payments (if applicable);</p> <p>(e) [no-claim certificate for release of final payment]; and</p> <p>(f) [undertaking for compliance with labour laws].</p>
3.	8.1 Delay Liquidated Damages	One percent (1%) of the SO Price (along with applicable GST), for each completed week of delay or part thereof, subject to a maximum of Five percent (5%) of the SO Price.
	8.2 Shortfall Liquidated Damages	Shortfall Liquidity Damages for unsuccessful Commissioning or shortfall in achievement of Performance Guarantee parameters shall be levied at the rate as may be specified in the annexure to the service order per instance or part thereof (along with applicable GST), subject to a maximum of Five percent (5%) of the SO Price
	8.3 Overall cap for liquidated damages	The combined maximum ceiling of the Delay Liquidated Damages and Shortfall Liquidated Damages shall be limited to Five percent (5%) of the SO Price (along with applicable GST).
	8.4 Other liquidated damages	Liquidated damages payable by the Contractor for breach of: (i) Safety Requirements shall be levied at the rate as may be specified in 'Annexure-III: Safety Requirements'; and (ii) Human Resources and Industrial Relations Requirements shall be levied at the rate as may be specified in 'Annexure-IV: Human Resources and Industrial Relations Requirements'.
3.	9.1 Advance Payment Bank Guarantee	Not Applicable

Sr. No.	Particulars	Employer's Terms and Conditions
	9.2 Contract Performance Bank Guarantee	<p>Within [fifteen (15)] days from the Effective Date, the Contractor shall submit the Contract Performance Bank Guarantee, in the form provided in 'Format of Contract Performance Bank Guarantee', for an amount equal to Five percent (5%) of the Basic Price, which shall remain valid and effective till the date of [Completion as per the Completion Schedule], with a claim period of [one (1) month] beyond such validity.</p> <p>In case vendor fails to submit the BG, an amount equivalent to 5% of basic price shall be withheld from first RA bill on pro-rata basis.</p> <p>Amount withheld shall be released against submission of BG of equivalent amount.</p>
	9.3 Performance Bank Guarantee	<p>The Contractor shall submit the Performance Bank Guarantee, in the form provided in 'Format of Performance Bank Guarantee', for an amount equal to Five percent (5%) of the Basic Price, which shall remain valid and effective till the expiry of the Defect Liability Period, with a claim period of [one (1) month] from the expiry of the Defect Liability Period.</p> <p>In case vendor fails to submit the BG, an amount equivalent to 5% of basic price shall be withheld from each RA bill on pro-rata basis.</p> <p>Amount withheld shall be released against submission of BG of equivalent amount.</p>
	9.4 Contract Performance cum Performance Bank Guarantee	Not Applicable
10.	Defect Liability Period Warranty	<p>Defect Liability Period</p> <p>The Defect Liability Period shall be for a period of Twenty Four (24) months from the date of Completion as per the Completion Schedule.</p> <p>Warranty</p> <p>Warranty for all material shall be for a period of twenty four (24) months or as per the OEM whichever is higher.</p>
11.	MSME Status	<p>The Contractor is registered as a [micro/small/medium] enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and the rules and regulations made thereunder. The Contractor shall furnish documentary evidence with respect to its status as a [micro/small/medium] enterprise. [Retain as may be applicable]</p> <p>[Note: If the Contractor is not a micro, small or medium enterprise, mention 'Not Applicable'.]</p>
12.	Acceptance of Tender Documents	The contractor has agreed and confirmed that they have gone through complete tender documents which include, General Terms of Contract, HR & IR Compliance, Safety Compliance, Technical Specifications, Tender Drawings and Approved Make list etc. shared and discussed during the tender process and rates submitted are as per the details. They have also done site visit and investigation.
13.	Specific Agreed Terms	Escalation: Escalation for the package is not applicable till three months beyond scheduled completion of work or any extension of time mutually agreed.

Sr. No.	Particulars	Employer's Terms and Conditions
		<p>Quantity Variation: This is Item Rate package and quantity for any individual item may vary to any extent, however individual rate shall remain same.</p> <p>Free Issue Material: Nil</p> <p>Utilities and Facilities: All Boarding. Lodging, travel, storing material transportation to work location etc. (as applicable) shall be in contractor scope, Company (LIAL) shall not be responsible for any delay occurred due to such incident.</p> <p>Storage: Shall be in contractor scope. Space (if available) shall be provided by LIAL but responsibility of storage, security of material, loading/un-loading etc shall be in contractor scope. Contractor shall restore space provided for storage in its original condition.</p> <p>Water: Shall be provided by LIAL on single point.</p> <p>Electricity: Shall be arrange by Contractor at his own cost.</p> <p>Working Platform and any related work: Shall be arrange by Contractor at his own cost.</p> <p>Base Rate: All basic rates mentioned in BOQ are FOR (but excl GST). For items with base rate as per BOQ, amount debited or credited shall be as below: Contractor shall submit the Performa invoices of material purchase/approved along with price negotiated, in case invoice rate seems on higher side Engineer-in-charge shall take quotation from market and negotiate for the best price. The price certify by EIC shall be considered as final and shall be deemed to be accepted by contractor without any claim. The difference in basic rate shall be debited or credited without any wastage, profit, freight etc.</p> <p>Testing of Material: Contractor shall make his arrangement for all charges related to MTC/Third Party Test required for the material used at site. Company (LIAL) shall not be responsible for any such charges (if applicable).</p> <p>Health Protocol: Contractor shall follow Govt. of India Guidelines related to spread of Covid-19 virus or any viral disease and any other advisory issued from time to time.</p> <p>Local Liaising/Octroi: Contractor shall make his own arrangement for any permission required for Dumping of material (not applicable to the items where dumping location is given by Company (LIAL)).</p> <p>Work Permit/Entry Passes: Contractor shall make his own arrangement for Work Permit, Parking, Vehicle entry passes, parking charges etc. for execution of work required, however Company (LIAL) will assist contractor.</p> <p>Debris Management: Contractor will be responsible for making the site clean and follow all guidelines related to EHS and Safety.</p> <p>Insurance:</p>



Sr. No.	Particulars	Employer's Terms and Conditions
		<p>a. Construction/Erection All Risks Insurance (CAR/EAR Policy): Contractor shall effect and maintain Construction/Erection all risks insurance or any such equivalent cover in conjunction with the execution of the work against all risks of loss or damage to the work for full replacement value which includes all supplies, spare parts and materials including free issue material (as per the value intimated by the employer) to be supplied to contractor and/or its sub-contractors by employer and which are to be incorporated into the work until issuance of the completion certificate. CAR/EAR Policy shall include Marine, Earthquake and Terrorist cover also. Whichever, erection and testing of equipment is involved, the cover must include the risk during testing period.</p> <p>b. Third Party Liability Insurance (Insurance against Personal injury and damage to third party property including cross liability): The Contractor shall insure against any loss or damage, which may occur to any property owned by Employer/third party and/or any person (except persons insured under) (Workmen's Compensation), for death or bodily injury which may arise before the issue of the completion certificate, out of or in consequence of contractor's performance of the work. Such Policy shall include Contractual Liability.</p> <p>c. Workmen Compensation: The contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the contractor or sub-contractor or any other of the contractor's personnel. The Contractor shall submit a copy of the same within fifteen (15) days of mobilization. Should the contractor fail to submit a copy of the workmen's compensation policy within the specified period, the employer may at its option and at the cost and expense of the contractor take the policy for and on behalf of the contractor.</p> <p>d. Insurance for works and contractor's equipment: The contractor shall insure the works, plant and equipment, materials and contractor's equipment for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. The insurance shall be effective from the commencement date, until the date of issue of the completion certificate for the works</p> <p>e. Medical Insurance: Contractor shall ensure that all the labours and staff of their company engaged in this site are fully covered under the medical insurance policy including COVID-19 epidemic in accordance with MHA guidelines and its amendments (if any), Central, State and local provisions.</p> <p>Co-insured: The Employer shall be named as co-insured under all insurance policies taken out by the contractor pursuant to this clause. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the contract shall be waived under such policies.</p>






**GENERAL TERMS AND CONDITIONS
(MID VALUE DOMESTIC ON-SITE WORKS)**

Revision 1 dated March 15, 2021

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1. Definitions

1.1 Unless the context otherwise requires, the terms capitalized and used herein or in any other document which is part of the SO Documents and the defined terms set forth in this Clause 1, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

Acceptable Bank	shall mean a 'scheduled bank' in India (as set forth in the Second Schedule to the Reserve Bank of India Act, 1934), excluding any co-operative or gramin (rural) bank.
Additional Tests	shall have the meaning ascribed to the term in Clause 22.6.
Advance Payment Bank Guarantee	shall mean unconditional and irrevocable first demand bank guarantee(s) provided by the Contractor to the Employer in terms of Clause 8, to secure the advance payment(s) made by the Employer to the Contractor.
Affiliate	shall mean, with respect to any Party, any Person which directly or indirectly, Controls, is Controlled by or is under common Control with it.
Basic Price	shall mean the amount payable by the Employer to the Contractor for performance of the Scope of Work determined in accordance with Clause 4, which shall be inclusive of applicable Taxes (except GST and BOCW Cess), labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, cost for Contractor's Equipment, insurance charges, margin, overheads, charges for bank guarantees and all other costs associated with performance of the Scope of Work and other obligations under the SO Documents, unless otherwise specified in the Service Order.
BOCW Cess	shall mean the cess payable under the Building and Other Construction Workers Welfare Cess Act, 1996.
BOQ	shall mean the bills of quantity and items forming part of the Works, and item rates as set out in the Price Schedule.
Change	shall have the meaning ascribed to the term in Clause 10.1.
Change in Law	shall mean the occurrence of any of the following after the Effective Date: <ul style="list-style-type: none"> (a) enactment, modification or repeal of any new applicable law in India; (b) any change in the interpretation or enforcement of any applicable law by a decision rendered by the Supreme Court of India; or (c) increase or decrease in the relevant rates of applicable GST in India, provided that "Change in Law" shall not include any: <ul style="list-style-type: none"> (i) change in the interpretation or application of any applicable law except as provided in (b) above; (ii) enactment, modification, repeal, interpretation or application of any applicable law of India which increases market prices of Equipment and Materials, commodities, raw materials and labour in general, used in the performance of the Works; (iii) such event of Change in Law listed in points (a), (b) and (c) above, which occurs during the time period of delay in the performance of the Contractor's obligations, for reasons not attributable to the Employer; and (iv) implication on the SO Price arising out of currency fluctuations.
Change Proposal	shall have the meaning ascribed to the term in Clause 10.3.
Codes and Standards	shall mean the latest applicable international and Indian codes and standards that would be applicable for services and works of a similar type and specification as the Works.

Commissioning	shall mean the successful operation of the Works at full load (or as may be applicable) in accordance with the terms of the SO Documents and the achievement of the parameters corresponding to the commissioning of the Works, as set out in the Specifications.
Completion	shall mean the completion of such portions of the Scope of Work pertaining to construction and Commissioning of the Works (as may be applicable), as per the Specifications and in accordance with the terms of the SO Documents.
Completion Schedule	shall mean the time specified in the Service Order (as extended in accordance with the terms herein), within which the Completion as a whole (or of a part of the Works where a separate time for completion of performance of such part has been prescribed) is to be achieved in accordance with the terms of the SO Documents.
Confidential Information	shall have the meaning ascribed to the term in Clause 44.1.
Contract Performance Bank Guarantee	shall mean a single, unconditional, irrevocable first demand bank guarantee provided by the Contractor to the Employer in terms of Clause 8, to secure the performance by the Contractor of the Scope of Work for a time period as specified in the Service Order.
Contract Performance cum Performance Bank Guarantee	shall mean a single, unconditional, irrevocable first demand bank guarantee provided by the Contractor to the Employer in terms of Clause 8, to secure the performance by the Contractor for the entire Scope of Work, including the Contractor's obligations during the Defect Liability Period, as specified in the Service Order.
Contractor	shall mean the successful bidder who is awarded the SO Documents and which is a company duly incorporated and validity existing as per the provisions of Companies Act, 2013; or a proprietor in case the bidder is a sole proprietorship; or a partnership firm registered under the applicable law.
Contractor's Equipment	shall mean any and all equipment, materials, tools, supplies and other items brought in by the Contractor for or in connection with the performance of the Works (not constituting Equipment and Materials).
Control	shall mean, with reference to a Person, the possession, directly or indirectly, of the power or authority to direct or cause the direction of the day to day affairs, management or policies of such Person, whether through the ownership of voting securities, by any agreement with respect to voting of securities, by any other agreement conferring control over management or policy decisions, by virtue of the power to control the composition of the board of directors or managers of such Person, or otherwise.
Defect Liability Period	shall mean the period more specifically set out in the Service Order, during which the Contractor shall remain liable, at its own cost and expense, for all repairs or replacement of any Defects.
Defect(s)	shall mean any defect arising from or deficiency in the Works and/or the Equipment and Materials (including any portion performed, provided or executed by any Sub-Contractor) on account of: (i) non-conformance of the Works and/or the Equipment and Materials with the Specifications; or (ii) any faulty design, material, engineering or workmanship, which affects the ability of the Works to comply with the Specifications on a consistent and reliable basis.
Delay Liquidated Damages	shall have the meaning ascribed to the term in Clause 25.1.
Disclosing Party	shall have the meaning ascribed to the term in Clause 44.1.

Drawings Documents	and shall mean all drawings referred to in the SO Documents, along with any modification of such drawings (as approved in writing by the Employer) and shall include: (i) drawings furnished by the Employer or the Employer's consultant to the Contractor; and (ii) engineering data and drawings submitted by the Contractor during the progress of the Scope of Work.
Effective Date	shall mean the date of issuance of the Service Order by the Employer to the Contractor, unless otherwise specified in the Service Order.
Employer	shall mean the company issuing the Service Order, including its legal successors and assigns.
Equipment Materials	and shall mean any and all plant, machinery, equipment, materials and other items, including spare parts, incorporated or intended to be incorporated in the Works.
ESG	shall have the meaning ascribed to the term in Clause 27.1.
Extra Item	shall mean any item not provided for in the BOQ and required for Completion, as more particularly specified in Clause 4.1(c).
Factory Tests	Shall have the meaning ascribed to the term in Clause 22.2(a).
Final Acceptance Certificate	shall have the meaning ascribed to the term in Clause 31.
Final Invoice	shall mean the invoice in respect of all outstanding amounts raised by the Contractor on Completion or on issuance of the Final Acceptance Certificate, as may be specified in the Service Order.
Force Majeure	shall have the meaning ascribed to the term in Clause 38.1.
Free Issue Material	shall mean the material supplied free of charge by the Employer to the Contractor in accordance with Clause 20 and as per the list specified in the Service Order.
Good Industry Practice	shall mean standards, methods, techniques and procedures that are employed by leading, reasonable and prudent service providers engaged in the performance of works and services which are similar to the Works.
GST	shall mean the applicable goods and services tax and/or any compensation or cess payable in terms of the Central Goods and Service Tax Act, 2017, the State Goods and Services Tax Acts passed by the States in the Republic of India, Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax Act, 2017, the Goods and Service Tax (Compensation to States) Act, 2017, or any other statute or ordinance issued as a part of the regime applicable to goods and services and the rules, notifications and circulars under each of the foregoing for the time being in effect, as applicable to the Scope of Work performed under the SO Documents.
GTC	shall mean these general terms and conditions.
Human Resources and Industrial Relations Requirements	shall mean the norms, rules, regulations and policies pertaining to compliances, as provided by the Employer to the Contractor, in respect of human resources and industrial relations that are to be adhered to by the Contractor as may be applicable to the Scope of Work and set out in the annexure which may be identified as 'Human Resources and Industrial Relations Requirements' and attached to the Service Order, as may be amended or modified, from time to time.
Intellectual Property Rights	shall mean all patent, trademark, copyright, design rights, trade secret, mark or any other intellectual property rights (whether registered or not) applicable to or utilised in the Works licensed, granted or assigned by the Contractor or any Contractor's Affiliate to, or otherwise vested in the Employer pursuant to the terms of the SO Documents.

Interim Change Order		shall have the meaning ascribed to the term in Clause 10.5.
Latent Defect(s)		shall mean inherent Defects in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be determined during routine inspection and which may hinder or endanger the normal operation of the Works.
Latent Defect Liability Period		shall mean the period of five (5) years commencing from the date of expiry of the Defect Liability Period, during which the Contractor shall remain liable at its own cost and expense for all repairs or replacement of any Latent Defect.
Party		shall mean the Employer or the Contractor, as applicable.
Performance Guarantee	Bank	shall mean a single, unconditional, irrevocable first demand bank guarantee provided by the Contractor to the Employer in terms of Clause 8, to secure performance of the Contractor's obligations during the Defect Liability Period.
Performance Guarantee		shall mean the guaranteed standards and parameters of operation and/or performance of the Works as set out in the Specifications.
Performance Guarantee Tests		shall mean the test(s) that may be conducted by the Contractor with regard to the Works to ascertain whether the installed Works, or the specified parts thereof, are able to achieve the Performance Guarantee.
Person		shall mean individuals, firms, companies, corporations, trusts, government entities, joint ventures and other bodies, whether incorporated or not.
Price Schedule		shall mean the schedule annexed to the Service Order, setting out the prices payable in respect of the Works.
Provisional Acceptance Certificate		shall have the meaning ascribed to the term in Clause 23.5.
Punch-List Items		shall mean such items of work which, in the Employer's determination, individually or in any combination, do not have an adverse effect on the safety, functioning, operability or integrity of the use of the whole or part of the Works for its intended use.
Receiving Party		shall have the meaning ascribed to the term in Clause 44.1.
Running Account Bills		shall mean the periodic bills raised by the Contractor based on the progress of the Works performed, but shall not include the Final Invoice.
Safety Requirements		shall mean the safety norms, rules, regulations and policies provided by the Employer to the Contractor, as may be applicable to the Scope of Work and set out in the annexure which may be identified as 'Safety Requirements' and attached to the Service Order, as may be amended or modified, from time to time.
Scope of Work		shall mean the Works and such other activities required to be performed by the Contractor under the SO Documents, as specifically set out in Clause 3.
Service Order		shall mean the service order issued by the Employer.
Shortfall Damages	Liquidated	shall have the meaning ascribed to the term in Clause 25.2.
Site		shall mean the location designated by the Employer for the performance of the Works (or any part thereof), as specified in the Service Order.
SO Documents		shall mean and include the Service Order and the GTC along with any annexures, schedules and documents that are referred in or attached to the Service Order.

SO Price	shall mean the Basic Price plus applicable GST, payable to the Contractor for performance of its obligations under the SO Documents, as specified in the Service Order.
Specifications	shall mean all Drawings and Documents, referred standards, various technical guidelines, quality standards, technical documents, specifications, provisions and requirements which pertain to the method and manner of performing the Scope of Work and to the quantities and qualities of the Works and the Equipment and Materials to be furnished under the SO Documents, as set out in the annexure which may be identified as 'Price Schedule' or 'Specifications' and attached to the Service Order, as may be amended or modified from time to time.
Sub-Contractor	shall mean (i) any Person to whom any part of the Scope of Work has been subcontracted by the Contractor, or (ii) any supplier from whom the Contractor purchases any item(s) required for the performance of the Scope of Work (including any Equipment and Materials), and shall include the successors and permitted assigns of such entities.
Taxes	shall mean and include taxes, duties, levies, cess, GST, royalty and other similar imposts by whatever name called, whether in the nature of indirect tax or direct tax and whether or not imposed at the federal, state, municipal or any other level.
Term	shall have the meaning ascribed to the term in Clause 9.1.
TPIA	shall mean the third party inspection agency appointed and/or authorized by the Employer for carrying out inspection and review of the Works.
Works	shall mean all the works performed by the Contractor as per the Specifications and the terms of the SO Documents, which may pertain to or include engineering, design, procurement, installation, erection, construction, supervision testing, commissioning and handing over services, as may be applicable and as specified in the Service Order.

2. Interpretation of SO Documents

- 2.1 Subject to the order of precedence as set out below, all documents forming part of the SO Documents are intended to be correlative, complementary and mutually explanatory. The SO Documents shall be read and construed together as a single document and where these documents are at variance with each other, for the purpose of interpretation, the priority of the documents shall be in the following sequence:
- (a) The Service Order.
 - (b) The Specifications, including all Schedules, Drawings and Documents and any other documents.
 - (c) The GTC.
 - (d) Any other Schedules and Annexures forming part of the SO Documents.
- 2.2 In the event of any inconsistency:
- (a) between the text of the Clauses, the Annexures and the Specifications hereto, the text of the Clauses shall prevail;
 - (b) between the text of the Specifications and the Annexures hereto, the text of the Specifications shall prevail; and
 - (c) between the provisions and particulars of one Annexure and those of any other Annexure, the provisions and particulars of the Annexure more specific to the provision which is inconsistent shall prevail.
- 2.3 Notwithstanding the sub-division of the SO Documents into sections, every part of each document shall be deemed to be supplementary to and complementary of each other.
- 2.4 All headings and marginal notes to the items of the GTC, the Service Order, the Specifications or to any other document forming part of the SO Documents are solely for the purpose of giving a concise

indication of the general subject matter thereof and not a summary of the contents. Such headings and marginal notes shall not be deemed to be part of or be used in the interpretation or construction of the said document.

- 2.5 Words incorporating the singular only shall also include the plural and vice-versa where the context requires. Words of any gender are deemed to include the other gender(s).
- 2.6 The term 'Clause', 'Schedule' or 'Annexure' refers to a specified clause, schedule or annexure of the GTC, unless otherwise expressly specified.
- 2.7 Reference to the words 'include', 'including' and 'included' shall be construed without limitation.
- 2.8 For the purposes of the SO Documents, the words and abbreviations that have well-known technical or trade meanings used but not defined in the SO Documents, shall be construed in accordance with such recognized technical or trade meanings.
- 2.9 Reference to any legislation, law, regulation or to any provision thereof shall include references to any such law as it may be amended, supplemented or re-enacted from time to time (whether before or after the date of the SO Documents) and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.10 The SO Documents are a joint draft product of the Parties, and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to the SO Documents.
- 2.11 All approvals provided by a Party under the SO Documents shall be in writing and, for the purposes of the SO Documents, 'in writing' shall mean and include printing, electronic mail and letters.
- 2.12 Any reference to the SO Documents shall include all amendments, changes and modifications made to the SO Documents in accordance with the provisions hereof.

3. Scope of Work

- 3.1 The detailed Scope of Work shall be as specified in the Service Order and Specifications. The Contractor shall be bound to ensure that the Works, the performance of the Works and the Equipment and Materials used therein, if any, are compliant with the Specifications and Codes and Standards, as set out in the SO Documents.
- 3.2 The Contractor shall, unless specifically excluded in the SO Documents, perform all such incidental work and activities with respect to such items not specifically mentioned in the SO Documents but can be reasonably inferred as required or necessary to complete the Scope of Work, as if such work, activities and/or items were expressly mentioned in the SO Documents. However, the Contractor shall not perform any extra or additional work and activities which do not form part of or can be inferred from the Scope of Work, unless such additional work is included in the SO Documents by way of an amendment. Except as otherwise expressly provided in the SO Documents, the Contractor agrees and acknowledges that the Contractor shall perform all of its obligations and responsibilities under the SO Documents at its own risk, cost and expense.
- 3.3 The Works shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such Works. The Contractor shall ensure that the Works shall be fit and suitable for the intended purposes (including attaining the Completion) as evidenced by the SO Documents, and shall comply with the terms of the SO Documents. The Contractor shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures and standard accessories etc., which may be required for the safe operation of the Works in accordance with the Specifications, applicable Codes and Standards and the SO Documents, even though such items may not have been included specifically in the SO Documents.
- 3.4 In addition to provision of Equipment and Materials and all other spare parts, tools and tackles as may be specified in the SO Documents, the Contractor agrees to provide at the Site, all materials, equipment, consumables, accessories and construction supplies as may be required up to completion of the Scope of Work (as applicable), at its own cost and expense.
- 3.5 The Contractor agrees and acknowledges that it has entered into the SO Documents after due and careful inquiry of all matters relating hereto and has satisfied itself in respect of all pertinent matters which may have a bearing upon the performance of the Scope of Work, including the nature, quality and magnitude

of Scope of Work to be performed, availability of personnel and resources, applicable laws and conditions at the Site. The Contractor's failure to acquaint itself and/or consider any applicable condition, situation, requirement or other matter referred to under this Clause or those pertaining to the Scope of Work or the SO Documents shall not relieve the Contractor from performing its obligations under the SO Documents, nor entitle the Contractor to any variation in accordance with Clause 10 herein.

4. Basic Price

4.1 For Basic Price on lump-sum basis

The Basic Price shall be as specified in the Service Order. Unless otherwise provided for in the Service Order or agreed otherwise by the Employer, the Basic Price shall remain firm and no escalation to the Basic Price shall be allowed during the tenure of the SO Documents, including any extensions thereto.

OR

For Basic Price on BOQ basis

- (a) The Basic Price payable to the Contractor shall be calculated on the basis of estimated quantities and rates quoted by the Contractor in the BOQ, and shall be as set out in the Price Schedule. The Contractor acknowledges that the actual amount payable by the Employer to the Contractor may differ from the Basic Price, based on the quantities executed and as certified by the Employer. If the quantity variation results in an increase in the estimated value of the Basic Price, as set out in the Price Schedule, the Parties shall mutually agree upon the revised quantities to be availed under the BOQ and effect necessary amendments to the SO Documents in accordance with Clause 10.
- (b) The unit rates quoted and accepted as per the BOQ shall remain firm till Completion, irrespective of any quantity variation, and shall not be revised under any circumstances and for whatsoever reason till the Completion, except in accordance with Clause 10 or as may be agreed otherwise by the Employer.
- (c) Payment for Extra Items not included in BOQ
 - (i) If any item is not provided for in the BOQ and is required to be executed to achieve Completion, it shall be acknowledged as an Extra Item, and the Contractor on receipt of instructions from the Employer, shall be bound to carry out such Extra Items.
 - (ii) The rate for such Extra Items shall be submitted by the Contractor to the Employer, which shall be calculated in accordance with the procedure set out in the Service Order. The Contractor shall submit the details of the Extra Items executed in the subsequent Running Account Bills.
 - (iii) In the event mutually agreeable rates for the Extra Items are not finalised between the Parties, the Contractor shall proceed to carry out the Works at the provisional rates to be decided by the Employer. The Employer shall certify payments to the Contractor, based on such provisional rates fixed by the Employer, for the Works performed on the basis of such Extra Item, subject to upward or downward adjustment after such provisional rates are finalized.

4.2 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Basic Price, which shall, except as otherwise provided for in the SO Documents, cover all its obligations under the SO Documents. Unless otherwise provided for in the Service Order, the Basic Price shall be inclusive of all applicable Taxes (except GST and BOCW Cess), labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, cost for Contractor's Equipment, insurance charges, margin, overheads, charges for bank guarantees and all other costs associated with the performance of the Scope of Work and other obligations under the SO Documents.

5. Payment Terms

5.1 The SO Price shall be payable as per the terms specified in the Service Order. The Contractor agrees that it shall not be entitled to payment of idling, down-time or any other analogous charges in respect thereof, for any reason whatsoever.

5.2 Unless otherwise specified in the Service Order, the mode of payment through which the Employer shall make payments under the SO Documents shall be wire transfer. Any bank charges incurred with respect

to such payments shall be to the respective accounts of the Parties. No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Works or any part(s) thereof. All payments payable by the Employer to the Contractor under the SO Documents shall be made subject to any deductions or withholdings required under applicable laws and the Employer shall provide the Contractor with the relevant documents and/or certificates required under applicable laws in connection with such deductions or withholdings.

5.3 Invoicing

- (a) The Contractor shall raise Running Account Bills and the Final Invoice for claiming payment of the SO Price, in accordance with the stipulations set out in the Service Order and the manner as set out below. The Contractor shall ensure that all invoices raised under the SO Documents are correct and complete. Unless otherwise specified in the Service Order, the Contractor shall raise all invoices in an electronic format and comply with the applicable laws in this respect, including the relevant procedure pertaining to e-invoicing. Any invoice issued by the Contractor, in any manner other than the manner prescribed under the SO Documents shall be deemed to be an incorrect invoice and shall not be eligible for any payments under the Service Order.
- (b) Running Account Bills
 - (i) The SO Price shall be paid to Contractor on a *pro-rata* basis against Running Account Bills within such number of days of submission of such Running Account Bills and along with the documents as specified in the Service Order.
 - (ii) The Contractor shall submit Running Account Bills on the basis of the total value attributable to completed portion of the Works for claiming payment, in a manner and form as specified in the Service Order.
 - (iii) All Running Account Bills shall be verified and approved by the Employer prior to payment. The Employer shall not be obligated to pay Running Account Bills unless they are fully supported by documents as prescribed herein and have been verified and confirmed by Employer.
 - (iv) Payments made against Running Account Bills shall be treated as advance payments against amounts that would be payable against the Final Invoice.
- (c) Final Payment
 - (i) The Final Invoice shall be drawn up by the Contractor in the form approved by the Employer and shall include all outstanding claims. The Contractor hereby waives, any and all outstanding amounts with reference to any part of the Works and/or any outstanding claims that are not claimed by the Contractor in the Final Invoice. The Contractor shall submit to the Employer, such certificates as may be specified in the Service Order, along with the Final Invoice, in a form and manner as may be specified in the Service Order.
 - (ii) In the event the SO Price is payable on a BOQ basis, the Contractor shall draw up the Final Invoice by applying the applicable rates specified in the BOQ to the actual installed quantities. If the Employer determines that any part of the Works is not covered by any item in the BOQ, then the Employer shall determine the applicable rates in respect thereof. If the Parties do not agree on the BOQ applied in the Final Invoice, the Parties shall mutually discuss and agree on the revisions that may be required to the Final Invoice within thirty (30) days of raising of the Final Invoice by the Contractor and the Contractor shall revise and re-issue the Final Invoice accordingly.

5.4 Discrepant Amounts

- (a) In the event the Employer finds any discrepancy, within a reasonable time period, in any invoice raised by the Contractor, the Employer shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to the Employer within fifteen (15) days of receipt of notice regarding discrepant amount. If the Contractor's documentary evidence is accepted by the Employer, the Employer shall pay the amount as mentioned in the invoice originally raised by the Contractor as per the payment terms specified in the Service Order, from

the date of submission of Contractor's documentary evidence. In the event that the Parties are unable to resolve any issue in relation to discrepant amount within thirty (30) days of issue of the notice by the Employer in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 42.

- (b) Notwithstanding anything to the contrary in the SO Documents, the payment of any invoice by the Employer shall not prejudice, at any point of time, any rights of the Employer under the SO Documents, including the right of the Employer to notify any discrepancy in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by the Employer, the Employer shall have the right to adjust any amount that may be due and payable by the Contractor, in accordance with Clause 45.

6. Taxes

- 6.1 Except GST and BOCW Cess, all applicable Taxes shall be solely payable by the Contractor, unless otherwise specified in the Service Order. The Parties agree that the BOCW Cess shall be directly paid to the relevant government authorities by the Employer. The Contractor shall register itself under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 within fifteen (15) days of the Effective Date and furnish its registration details to the Employer for the purpose of payment of the BOCW Cess by the Employer within three (3) days of such registration. The Employer shall pay the applicable GST to the Contractor at actuals, as per the rates specified in the Price Schedule. The Contractor shall deposit the applicable GST with the relevant government authority and file returns and such other analogous statutory filings with respect to GST, in accordance with the manner and timelines stipulated under applicable laws (including all rules and regulations in respect thereof). The Contractor shall, within three (3) days from such deposit and/or filings (as the case may be), submit to the Employer all relevant documentation evidencing such compliance and deposit of GST. If the Contractor fails to comply with its obligations under this Clause 6, the Employer shall be entitled to: (i) withhold payments due to the Contractor under the SO Documents; and/or (ii) invoke the bank guarantee(s) (as applicable) provided by the Contractor in accordance with Clause 8, to the extent of the amount of GST that has not been deposited by the Contractor with the government authorities, along with any interest, fine and/or penalty, as may be levied under applicable laws. In the event the Contractor is in breach of its obligations under this Clause 6.1, the Employer shall also be entitled to blacklist the Contractor and thereby restrict the Contractor from participating in future projects of the Employer.
- 6.2 In the event the Contractor is required to collect from the Employer, tax collected at source ("**TCS**") as per the applicable law, then the Contractor shall forthwith inform the Employer and shall ensure that all invoices raised under the SO Documents (including pro-forma invoices for release of advance payments), clearly specify the correct amount of applicable TCS on the total invoice amount (including GST). The Contractor shall, if required by the Employer, furnish all other details and documentary evidence pertaining to such applicable TCS. The Contractor shall comply with the requirements of the applicable law with respect to TCS and shall be solely responsible for any incorrect declaration in this regard.
- 6.3 Unless otherwise specified in the Service Order, the import or customs duty, if applicable, on the import of Equipment and Materials under the applicable laws, is included in the SO Price and shall be borne by the Contractor.
- 6.4 The Contractor shall, in respect of the deposit of Taxes (as may be applicable), comply with all applicable laws (including all rules and regulations in respect thereof) and shall ensure that all requirements, as stipulated under applicable laws in relation to the deposit of Taxes, are complied with. The Contractor shall ensure timely deposit of all Taxes, including applicable fees, assessments and other analogous charges, as may be required in connection therewith with the government authorities. The Contractor shall be solely liable for any consequences arising out of non-compliance with such applicable laws and any expenses suffered by the Employer on account of such non-compliance by the Contractor shall be to the Contractor's account.
- 6.5 The Contractor hereby agrees and acknowledges that in case any tax benefits/rebates, duty drawbacks, GST refunds or such other applicable tax concessions and/or exemptions are available with respect to the Works, the Contractor shall avail of such concessions and/or exemptions or benefits and pass on such exemptions or benefits to the Employer, or shall assist the Employer in availing such exemptions or

benefits. In order to enable the Employer to satisfy its obligations under this Clause 6, the Contractor shall duly execute all such further instruments and documents and do or procure to be done all such acts or things, as may be required to ensure that the terms of the SO Documents are complied with.

- 6.6 If there is a delay in Completion and a statutory increase occurs in the applicable GST or implication of any new Taxes during the period of such delay, for reasons not attributable to the Employer, the same shall be to the account of the Contractor.

7. Royalties

The Contractor shall be liable to pay all royalties, rents and other payments, including Taxes on royalties such as district mineral fund for natural materials (including crushed stone aggregate, natural sand and earth) and other surplus material (whether natural or man-made), obtained from the Site or otherwise. Unless otherwise specified in the Service Order, the Basic Price includes all applicable royalties, rents and other payments as per the prevailing rates and applicable laws.

8. Bank Guarantees

- 8.1 The Contractor shall provide the Employer with an Advance Payment Bank Guarantee, Contract Performance Bank Guarantee, Performance Bank Guarantee and/or Contract Performance cum Performance Bank Guarantee, as the case may be, issued by an Acceptable Bank, at the times and in the amount, manner and form as more particularly specified in the Service Order. The Contractor shall also procure a confirmation from the bank issuing such Advance Payment Bank Guarantee, Contract Performance Bank Guarantee, Performance Bank Guarantee and/or Contract Performance cum Performance Bank Guarantee, as the case may be, of the valid issue of such guarantees and provide such confirmation to the Employer, within ten (10) days of the submission of such bank guarantees to the Employer. The Contractor shall ensure that the Advance Payment Bank Guarantee, Contract Performance Bank Guarantee, Performance Bank Guarantee and/or Contract Performance cum Performance Bank Guarantee, as the case may be, that is submitted by the Contractor and the rights and interests therein are assignable by the Employer in favour of its lenders or security trustees. In the event that the bank issuing such Advance Payment Bank Guarantee, Contract Performance Bank Guarantee, Performance Bank Guarantee and/or Contract Performance cum Performance Bank Guarantee, as the case may be, no longer meets the requirement of an Acceptable Bank at any time during the subsistence of such bank guarantee, the Contractor shall replace such bank guarantee with another bank guarantee from an Acceptable Bank within fifteen (15) days of the Employer's demand.
- 8.2 The Employer shall have an unqualified option under the Advance Payment Bank Guarantee, Contract Performance Bank Guarantee, Performance Bank Guarantee and/or Contract Performance cum Performance Bank Guarantee, as the case may be, to invoke such guarantee(s) and claim the amounts thereunder in the event of the Contractor's failure to honour its obligations, responsibilities or commitments under the SO Documents for which such relevant security has been provided and/or in respect of any amounts due from the Contractor to the Employer.
- 8.3 In the event the Employer draws on the Contract Performance Bank Guarantee, the Performance Bank Guarantee or Contract Performance cum Performance Bank Guarantee, as the case may be, in part or in full, the Contractor shall immediately restore the value of such bank guarantee to such value which existed prior to drawal of such bank guarantee. If the Contractor fails to restore such bank guarantee, the Contractor shall not be entitled for any further payments under the SO Documents.
- 8.4 In the event that:
- (a) the Completion of the Works is delayed beyond the Completion Schedule on account of which the advance amount remains unadjusted, the validity of the Advance Payment Bank Guarantee shall be extended till the revised Completion Schedule or until recovery or refund of the full amount of the advance payment;
 - (b) the Completion of the Works has been delayed beyond the Completion Schedule, thirty (30) days prior to the scheduled expiry of the Contract Performance Bank Guarantee, the validity of the Contract Performance Bank Guarantee shall be extended till the revised Completion Schedule; and
 - (c) the Defect Liability Period is extended, the validity of the Performance Bank Guarantee or the Contract Performance cum Performance Bank Guarantee, as the case may be, shall be extended till the expiry of such extended Defect Liability Period.

8.5 The Parties agree that all costs relating to the bank guarantees provided by the Contractor in accordance with the terms of this Clause, including any costs in respect of the opening, renewal, maintenance and invocation of such bank guarantees (as applicable), shall be borne by the Contractor.

9. Term of the Service Order and Completion Schedule

9.1 The SO Documents shall be in full force and effect from the Effective Date and shall continue to be in subsistence until all obligations under the SO Documents have been fulfilled by the Parties, unless otherwise terminated in accordance with the provisions of the SO Documents ("**Term**").

9.2 The Completion Schedule shall be as specified in the Service Order. The Completion Schedule shall be deemed to be of essence with respect to the SO Documents and any extension of time in this respect shall also be considered to be of essence of the SO Documents. If the Contractor fails to Complete the Works or any part thereof within the specified period, the Employer shall be entitled, at its option, to:

- (a) recover Delay Liquidated Damages from the Contractor; and/or
- (b) terminate the SO Documents or part thereof and engage a third party to complete the Works, at the risk and cost of the Contractor.

9.3 Any cost or expense resulting from delay in Completion shall be solely to the Contractor's account. The adjustments with respect to the amount recoverable, if any, in terms of Clause 9.2 above, shall be made from the bank guarantee(s) provided by the Contractor in terms of Clause 8, as may be available, or in any other manner as may be deemed appropriate by the Employer.

10. Variation

10.1 Subject to Clauses 10.4 and 10.5, the Employer shall have the right to propose, and subsequently require the Contractor to make, any change, modification, addition or deletion to, in or from the Scope of Work ("**Change**"). The Contractor may during its performance of the Works propose to the Employer any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Equipment and Materials, the Works. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

10.2 Notwithstanding Clause 10.1, any necessary change made due to any default of the Contractor in the performance of its obligations under the SO Documents, shall not be deemed as a Change and shall not result in any adjustment of the SO Price or the Completion Schedule.

10.3 If the Employer proposes a Change or acknowledges the Contractor's proposal for a Change in accordance with Clause 10.1, it shall send to the Contractor a request to that effect, requiring the Contractor to prepare and furnish to the Employer as soon as practicable a proposal detailing the proposed Change ("**Change Proposal**"), which shall include, *inter alia*, brief description of the Change, estimated impact on the Completion Schedule, SO Price, Specifications or any other provisions of the SO Documents.

10.4 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fifteen (15) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a written change order, incorporating the proposed Change. If the Employer is unable to reach a decision within fifteen (15) days or decides not to proceed with the Change for any reason, it shall notify the Contractor accordingly.

10.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Completion Schedule, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of an order signed by the Employer ("**Interim Change Order**").

10.6 Upon receipt of an Interim Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal. If the Parties cannot reach an agreement within sixty (60) days from the date of issue of the Interim Change Order, then the matter may be referred for dispute resolution, in accordance with Clause 42.

11. Site Access and Mobilisation

The Contractor shall have access to the Site from such date as may be specified in the Service Order, and the Employer shall provide the Contractor on a non-exclusive basis with the non-exclusive right to use of,

enter upon, access and work upon such portions of the Site, as may be specified in the Service Order. The Contractor shall complete mobilisation at the Site within such time period as specified in the Service Order, with all necessary consumable materials, equipment, rigs, machinery, personnel, etc. as may be required for the performance of the Works and specified in the SO Documents. Unless otherwise specified in the Service Order, the Basic Price shall be inclusive of charges in respect of mobilisation or demobilisation and the Contractor shall not be entitled to any additional payment on account thereof.

12. Utilities and Facilities at the Site

- 12.1 The Parties agree that, unless specified otherwise in the Service Order: (i) the Contractor shall, at its cost, be responsible for construction and maintenance of office and storage facilities at the Site; and (ii) the Employer shall be responsible for arrangement of utilities required for the performance of the Works at a single point within the Site, as specified in the Service Order. The Contractor shall be responsible for any further distribution of such utilities and setting up a metering system for measuring the consumption of utilities. Unless otherwise specified in the Service Order, the cost of such utilities shall be borne by the Contractor.
- 12.2 The Contractor shall ensure that all the Contractor's Equipment is in sound operating condition, compliant with the site regulations and be safe and fit for the purpose and use intended under the SO Documents. The Contractor's Equipment shall be energy efficient and the Contractor shall perform Works in a manner which optimises the energy consumption by the Contractor. The Contractor shall be solely responsible for the Contractor's Equipment.
- 12.3 The Employer shall have the right to inspect and approve of all the Contractor's Equipment. Any Contractor's Equipment which is not in conformity with the terms of the SO Documents as per the Employers' determination, shall be promptly repaired or suitably replaced by the Contractor, at its own cost and expense.

13. Programme of Performance

Unless otherwise required by the Employer, the Contractor shall, within fifteen (15) days from the Effective Date, submit to the Employer a detailed programme of performance of the Scope of Work by the Contractor, presenting the sequence in which the Contractor proposes to schedule, program and achieve completion of all obligations of the Contractor under the SO Documents. The programme so submitted by the Contractor shall be in accordance with the Completion Schedule and other dates and periods specified in the Service Order. The Contractor shall update and revise the programme as and when appropriate or when required by the Employer and shall submit all such revisions to the Employer. The Contractor shall monitor progress of all the activities specified in the programme referred to in this Clause and submit a progress report to the Employer on a daily, weekly and/or monthly basis, as may be required by the Employer's representative.

14. Drawings and Documents

- 14.1 Unless otherwise required by the Employer, the Contractor shall submit copies of the Drawings and Documents to the Employer for approval within fourteen (14) days of the Effective Date (or within such other time period as may be specified by the Employer). The Employer shall, within fourteen (14) days of receipt of such Drawings and Documents, either return one copy thereof to the Contractor along with its approval or notify the Contractor in writing of its disapproval and provide comments. If the Employer disapproves the Drawings and Documents, the Contractor shall modify the Drawings and Documents as per the Employer's comments and resubmit them for approval.
- 14.2 The Contractor shall not deviate from any Drawings and Documents submitted in accordance with Clause 14.1, without the Employer's approval in writing. In the event of any inconsistency, inaccuracy or ambiguity in the Drawings and Documents, or if, in the opinion of the Contractor, any detail thereof requires modification, the Contractor shall immediately obtain the Employer's approval and further instructions in writing before proceeding with the modification in the Drawings and Documents, which the Contractor shall perform in compliance with such instructions issued by the Employer. Notwithstanding any consent or approval of the Employer, the Contractor shall be responsible for, and promptly correct, any discrepancies, errors or omissions in the Drawings and Documents and other particulars supplied by the Contractor. If the Contractor neglects or refuses to make the required corrections, the Employer may, without prejudice to any of its other rights under the SO Documents, and

after giving notice to the Contractor, proceed to make the correction by itself or through a third party, and shall be entitled to recover the cost thereof from the Contractor.

15. Personnel

15.1 Project Manager

The Contractor shall, for the purpose of the SO Documents, designate a competent and experienced person to serve as the Contractor's project manager, who shall be responsible for the administration, supervision, co-ordination and execution of the Contractor's obligations hereunder. Such project manager shall be authorised to bind the Contractor for all purposes under the SO Documents and notices, approvals and consents given to or received from the project manager shall have the same effect as if given to or received from the Contractor.

15.2 Other Obligations of the Contractor

- (a) The Contractor shall be solely responsible for all personnel engaged for the performance of the Scope of Work, without any recourse to the Employer. The Contractor shall take all necessary precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its personnel and to preserve peace and protection of persons and property on and near the Site. The personnel shall possess suitable competence, ability, skill, expertise, training and qualifications as is required for the performance of the Contractor's obligations under the SO Documents. The Parties agree that the Employer shall have no responsibility whatsoever for the Contractor's personnel, Sub-Contractors, vehicles and equipment, which are engaged for the performance of the Scope of Work under the SO Documents. The Employer reserves the right to require the Contractor to cause removal or replacement of any personnel indulging in misconduct or acting in a manner which is non-compliant with the SO Documents or prejudicial to the health, safety, protection of the project or the environment.
- (b) The Contractor shall, and require its Sub-Contractors and personnel engaged in performance of the Scope of Work to, comply with the SO Documents and relevant labour laws, including laws relating to employment, provident fund, minimum wages, prohibition of child labour, health, safety, welfare and immigration. The Contractor shall, and ensure that its personnel, Sub-Contractors and their respective personnel shall, strictly comply with the Human Resources and Industrial Relations Requirements and other standard norms, rules, regulations and policies prevalent in the industry, while performing their respective obligations under the SO Documents. In the event the Contractor is in breach of the Human Resources and Industrial Relations Requirements and/or any of its obligations under this Clause 15.2(b), the Employer shall be entitled to levy liquidated damages upon the Contractor, in accordance with Clause 25.4.
- (c) The Contractor shall undertake background verification and screening in respect of all personnel engaged for performance of the Scope of Work, including for criminal records and shall be responsible for the visas, work permits and other immigration requirements for its personnel.
- (d) The Contractor shall be liable and responsible for all payments to its personnel, including salaries, wages, Taxes, allowances and other benefits in accordance with applicable laws. Unless otherwise specified in the Service Order, the Contractor shall, at its own cost, make arrangements for the engagement of all personnel, local or otherwise, including their boarding and lodging and transport.

16. Permits and Licenses

The Contractor shall obtain and maintain all necessary authorisations and clearances for the performance of the Works, which may be required to be obtained and maintained under applicable laws. The Contractor shall maintain all records and registers as per the provisions of applicable laws and shall be solely liable for any consequences arising out of non-compliance with applicable laws by itself or by its Sub-Contractors, agents or personnel. Any incidental expenses for complying with applicable laws shall be borne by the Contractor.

17. Quality Assurance

The Contractor shall perform the Works strictly in accordance with the Drawings and Documents, Specifications, Good Industry Practice and all terms and conditions specified in the SO Documents such that the Works meet the requirements of the SO Documents including, *inter alia*, the Performance Guarantee. The Contractor shall institute a system for quality assurance for complying with the

requirements set forth in the SO Documents and the quality control plans and procedures specified or approved by the Employer. The Contractor shall strictly adhere to such quality assurance system. However, such compliance shall not relieve the Contractor of its duties, obligations or responsibilities under this Contract. The Employer reserves the right to reject the Works on account of non-compliance with the quality assurance requirements under the SO Documents and the Contractor shall be responsible for any costs, losses or damages in respect of the same.

18. Maintenance of Site

The Contractor shall keep the Site and all construction thereupon clean and otherwise free from accumulation of waste materials, rubbish and other debris resulting from performance of the Works. On or before the date of Completion as per the Completion Schedule, the Contractor shall remove from the Site all waste materials, rubbish and other debris resulting from the performance of the Works, as well as all the Contractor's Equipment and surplus material to which the Employer does not hold title, and shall leave the Site in a neat, clean and usable condition.

19. Cooperation

The Contractor shall fully co-operate with the Employer's other contractors or third parties deputed by the Employer at the Site. The Contractor shall coordinate and plan its work and activities in mutually agreed schedule with the Employer's representative, other contractor(s) and third parties at the Site, and shall undertake all actions as may be necessary for such cooperation. If any part of the Contractor's work is dependent upon the work of any other contractor or third party, it shall be the responsibility of the Contractor to inspect and promptly report in writing to the Employer of any defect in such works which may affect the performance of the Works. The failure of the Contractor to do so shall constitute an acceptance by the Contractor of the other contractor's or third parties' work and no claim or extension of time by the Contractor in this regard shall be entertained by the Employer.

20. Free Issue Material

20.1 The Employer may supply Free Issue Materials to the Contractor from its stores, in accordance with the requirement of the Contractor and/or stipulations set out in the Service Order. If such Free Issue Materials are being supplied, the Contractor shall take possession of such Free Issue Materials and transport the same from the Employer's stores to the Site at its cost and risk. The Contractor shall prepare and submit to the Employer, within such timeline as may be prescribed by the Employer: (i) an overall schedule for the estimated Free Issue Materials as may be required by the Contractor for the performance of the Works; and (ii) a look ahead schedule for the estimated quantities of the required Free Issue Materials.

20.2 Any subsequent requisition for issue of Free Issue Materials submitted by the Contractor to the Employer shall contain the following details:

- (a) cumulative quantity issued prior to the current requisition;
- (b) available stock with the Contractor; and
- (c) quantity of Free Issue Materials required under the current requisition, together with the details of the proposed and theoretical consumption of the same and the program for the Works for which such Free Issue Materials are required.

20.3 For each consignment of Free Issue Materials, the Contractor shall provide a written acknowledgement of the receipt thereof. The acknowledgement shall indicate full particulars of the quantities, sections, sizes, grade and such other information as may be required by the Employer.

20.4 Any Free Issue Material issued by the Employer to the Contractor from its stores shall be on the basis of the Drawings and Documents which are pre-approved by the Employer. Wastage parameters in respect of such Free Issue Material shall be as per Clause 20.4(d) and the mode of issuing such Free Issue Materials shall be as below:

- (a) *Cement*

Any cement to be issued to the Contractor shall be issued on weight basis, the procedure for which may be prescribed by the Employer.

- (b) *Reinforcement steel*

- (i) Any reinforcement steel to be issued to the Contractor shall be issued in accordance with the requirements set out in the Drawings and Documents and any bar bending schedules provided by the Contractor. Such reinforcement steel shall be issued to the Contractor on the basis of weight, which shall be calculated as specified below:
 - a. all reinforcement steel (in coils or straight length) shall be issued on the basis of actual weighment carried out by the Employer at the Site or in the vicinity of the Site; or
 - b. reinforcement steel may also be issued on the basis of "sectional weight" as per IS:1752.
 - (ii) The actual weighment shall be done on weighing equipment available at the Site or in the vicinity of the Site and shall be jointly recorded in a register by the Parties, on a daily basis or on *each* indent basis. The reinforcement steel shall be issued to the Contractor in such diameters and lengths which are presently rolled in India or as may be available in the stores of the Employer.
 - (iii) Any reinforcement steel which is equal to or less than: (i) one hundred (100) times its diameter; or (ii) two (2) metres, whichever is higher, shall be considered as scrap. The Contractor shall return any such scrap generated from the use of reinforcement steel to the *Employer* at its store or at a location designated by the Employer, and such scrap shall be considered under accountable wastage for the purpose of reconciliation.
 - (iv) Any pieces of reinforcement steel measuring equal to or more than the length specified in Clause 20.4(b)(iii) above shall be classified as cut pieces and stacked separately. Any cut pieces being returned by the Contractor shall be weighed in the same manner as was adopted at the time of issue of such reinforcement steel.
- (c) *Structural steel*
- (i) Any structural steel to be issued to the Contractor shall be issued on the basis of weight and the type of structural steel being issued.
 - (ii) Steel plates
 - a. All steel plates shall be issued on the basis of actual weighment carried out by the Employer at the Site or in the vicinity of the Site. Alternatively, the Employer may issue steel plates on the basis of "sectional weight" specified for plates in SP:6.
 - b. The actual weighment shall be done on weighing equipment available at the Site or in the vicinity of the Site or, in the event the weighing equipment is not available, on the basis of random lengths or bundle weights. The Parties shall jointly record the weighment in a register, on a daily basis or on each indent basis.
 - (iii) Structural steel (other than plates)
 - a. All structural steel (other than plates) shall be issued on the basis of "sectional weight" as per SP:6, irrespective of the section involved.
 - b. The structural steel shall be issued to the Contractor in such sections and length which are presently rolled in India or as may be available in the stores of the Employer.
 - c. In the event there is no unit weight prescribed in the relevant 'Indian Standards' for the issued sections of structural steel, the unit weights furnished by the supplier of such structural steel shall be considered. If there are no unit weights furnished by the supplier of such structural steel, the Employer may prescribe a representative unit weight on the basis of actual weighment carried out for samples of the issued structural steel.
 - (iv) Classification of scrap
 - a. Pieces of plates measuring less than one thousand and five hundred (1500) square centimetres in area or less than ten (10) centimetres in width shall be classified as scrap and stacked separately.
 - b. Cutting edges/pieces of plates measuring less than forty (40) millimetres in width or less than three (3) kilograms in weight shall be classified as rolling/melting scrap.

- c. Pieces of structural steel (except for plates) measuring less than two (2) metres in length shall be classified as scrap and stacked separately.

(v) Cut pieces

- a. Pieces of plates measuring more than or equal to one thousand and five hundred (1500) square centimetres in area or ten (10) centimetres in width shall be classified as cut pieces and stacked separately. The cut pieces of plates returned shall be rectangular in shape.
- b. Pieces of structural steel (except for plates) measuring equal to or more than two (2) metres in length shall be classified as cut pieces and stacked separately.
- c. Any cut pieces being returned by the Contractor shall be weighed in the same manner as adopted at the time of issue of such material.

(d) *Wastage Parameters*

Sr. No.	Material Description	Permissible Wastage	Accountable Wastage	Unaccountable Wastage
1.	Cement	1.0%	-	-
2.	Reinforcement Steel	3.0%	2.5%	0.5%
3.	Structural Steel	3.0%	2.5%	0.5%

20.5 The Contractor shall construct fenced store yard(s) with adequate arrangements for stacking of Free Issue Materials. The Contractor shall be responsible for safe custody of such Free Issue Materials and shall be liable for any loss or damage caused to the Free Issue Material. The Contractor shall, during stacking and storage of the following Free Issue Materials (if provided by the Employer), ensure the following:

(a) *Cement*

The Contractor shall construct a cement godown of suitable storage capacity, at its own cost. The cement bags shall be stacked in a manner that ensures adequate insulation from the walls and the floor, in order to ensure that such bags are not subjected to any contact with moisture. The cement bags shall be stacked in a manner that facilitates ease in counting and removal of such bags for use, on a 'first in first out' basis. The Parties agree that empty cement bags shall be the property of the Employer and the Contractor shall deposit such empty bags in the store.

(b) *Steel*

Reinforcement and structural steel shall be stored and stacked in such a manner so as to facilitate easy identification, and removal. The Contractor shall take proper care to prevent direct contact between the steel and the ground, at its own cost.

20.6 The Contractor shall submit a consumption statement for Free Issue Material along with each Running Account Bill and/or Final Invoice raised, as the case may be, in a format as may be specified by the Employer, which shall tally with the balance Free Issue Material and scrap available with the Contractor. The Employer reserves the right to withhold payment in the event the reconciliation statement is not submitted to the satisfaction of the Employer.

20.7 The Contractor shall use the Free Issue Materials provided by the Employer solely for the performance of the Works. The Contractor shall procure materials (including cement and steel) required for its office, colony, stores and for works and temporary works, at its own cost and expense. Unless specified otherwise in the Service Order, the Free Issue Material provided by the Employer shall not be used for manufacturing of items such as reinforced cement concrete hume pipes, tiles and other such pre-cast elements, which may be manufactured outside the Site. The Employer shall have the right to recover the cost for any such Free Issue Materials consumed due to non-compliance with this Clause in accordance with Clause 20.8 below.

20.8 On Completion, surplus Free Issue Material shall be returned by the Contractor to the Employer's stores, at the risk and cost of the Contractor. The Contractor shall not be permitted to utilise any Free Issue Materials provided to it in excess of the theoretical consumption specified for such Free Issue Materials (including permissible wastage limits as specified in Clause 20.4(d) above). If the Contractor: (i) fails to return the surplus Free Issue Materials; or (ii) utilises any Free Issue Material in excess of the theoretical consumption specified for such Free Issue Materials (including permissible wastage limits as specified in Clause 20.4(d) above), the Employer shall have the right to recover from the Contractor the landed cost (*i.e.* cost plus freight, Taxes and twenty five percent (25%) of overheads), incurred by the Employer in respect of such Free Issue Materials which the Contractor has failed to return or consumed in excess of the prescribed theoretical quantity.

20.9 Utilisation of Cut-pieces

- (a) The Contractor shall utilise the cut portions of reinforcement and structural steel as the Free Issue Materials, without any cost to the Employer, either by way of lapping in reinforcement steel or butt welding or splicing in structural steel.
- (b) The Employer's representative shall have the right to direct the Contractor to utilise the cut portions generated by other contractors working at the Site, without any cost to the Employer. These cut pieces shall be received by the Contractor either from the Employer's stores or from the fabrication yards of other contractors, in accordance with the directions of the Employer's representative. The cut pieces shall be issued on the same basis as the issue of fresh steel. All other stipulations mentioned in this Clause regarding wastage and excessive consumption of steel shall be applicable for such cut-pieces as well.

21. Insurance

21.1 Unless otherwise specified in the Service Order: (i) the Contractor shall, at its own cost, arrange, secure and maintain, all insurance policies required under applicable laws in connection with the performance of the Works (except the insurance policy(ies) required to be obtained by the Employer as per the SO Documents), including workmen's compensation, employees' state insurance, public liability insurance and insurance for all its employees, equipment, vehicles and other assets engaged in the performance of the Works; and (ii) the Employer shall procure the construction/erection all risks insurance policy for the Works.

21.2 The Basic Price is inclusive of all charges pertaining to such insurance, unless otherwise specified in the Service Order. If any damage is caused to the property of the Employer or of a third party during the performance of the Works, the cost of such damages as estimated by the Employer or ascertained or demanded by the affected third party shall be borne by the Contractor. The Contractor shall (where required by the Employer) designate the Employer's lenders as the 'loss payees', in all the insurance policies procured by the Contractor under the SO Documents.

22. Inspection, Testing and Commissioning

22.1 The Employer, its representatives or any TPIA shall have the right to inspect, examine and measure all design, engineering, Equipment and Materials and the Works supplied or executed by the Contractor pursuant to the Scope of Work, during any stage of the Works and at any and all places where the Works are being performed. The procedures for such inspection, examination or measurement shall be as set out in the Specifications or in accordance with Codes and Standards and/or Good Industry Practice. The Contractor shall cooperate with the Employer for such inspection, examination, measurement and shall if necessary, obtain the authorisation for the Employer to conduct the same.

22.2 *Inspection and Testing for Equipment and Materials*

- (a) The Employer shall have the right to cause the Contractor to perform all such tests and inspections for the Equipment and Materials at the place of manufacture or assembly thereof, in accordance with the quality assurance plan, in order to determine whether the Equipment and Materials conform to the quality assurance plan, Specifications, Codes and Standards and other requirements of the SO Documents ("**Factory Tests**"). The Contractor shall give fifteen (15) days' advance notice of the conduct of the Factory Tests and of the place and time thereof to the Employer and, unless otherwise agreed by the Employer, all such Factory Tests shall be conducted in the presence of the Employer and/or the TPIA.

- (b) If the Equipment and Materials or any part thereof fail to pass the Factory Tests, the Employer and/or the TPIA shall have the right to reject such Equipment and Materials or parts thereof in accordance with Clause 23.

22.3 When the Factory Tests in respect of the Equipment and Materials performed in accordance with Clause 22.2 have been successfully carried out and the test reports thereof have been approved by the Employer, the Employer shall issue the MDCC to the Contractor. The Contractor shall dispatch the Equipment and Materials only after issuance of the MDCC by the Employer. Any permission for dispatch of the Equipment or Materials approved by the Employer or the TPIA (as the case may be), including the issuance of MDCC, shall not relieve the Contractor from its obligations and responsibilities under the PO Documents.

22.4 The Contractor shall submit 'Manufacturer's Test Certificates' and the MDCC along with the dispatch of respective Equipment and Materials. The Contractor shall also provide a scanned copy of the same to the Employer by e-mail, for reference.

22.5 *Inspection and Testing for Parts of the Works*

- (a) No part of the Works shall be covered up on the Site without the Contractor carrying out any test or inspection as may be required in accordance with the Specifications or by the Employer. The Contractor shall, no later than seven (7) days prior to the likely completion of the construction of such parts of the Works, notify the Employer of the readiness thereof to be subjected to testing.
- (b) If the tests conducted upon completion of construction of such parts of the Works are not successful, then the Employer has the right to reject such parts of the Works without any liability whatsoever, in accordance with Clause 23.

22.6 *Additional Tests*

The Employer may, in addition to the tests conducted in accordance with this Clause 22 and otherwise prescribed under the SO Documents, require the Contractor to carry out any additional tests in connection with the Scope of Work ("**Additional Tests**"). In the event the results of such Additional Tests show that the design, engineering, workmanship and/or construction of the Equipment and Materials and/or the Works, as the case may be, are:

- (a) not in accordance with the terms of the SO Documents, the Contractor shall be responsible for rectification of the Defect and/or replacement of the Defective portion of the Equipment and Materials and/or the Works as discovered through the Additional Tests, and any implication on the Completion Schedule shall be borne by the Contractor; or
- (b) in accordance with the terms of the SO Documents, the Contractor shall be entitled to propose a Change for adjustment to the Completion Schedule in accordance with Clause 10, to the extent that such Additional Tests have had a material effect on the Contractor's ability to meet the Completion Schedule.

22.7 *Commissioning*

- (a) The Contractor shall, if applicable, perform the tests for Commissioning of the Works, within such timeline as may be specified by the Employer. The Contractor shall conduct the tests for Commissioning, in a manner consistent with safe and accepted operating procedures, to test the Works under design conditions and to demonstrate that the Works are capable of meeting the design and technical parameters as set out in the Specifications and the SO Documents.
- (b) If the tests for Commissioning of the Works are not successful, then the Employer has the right to reject such Works without any liability whatsoever, in accordance with Clause 22.2. Upon successful completion of construction and/or Commissioning of the Works, as the case may be, the Contractor shall notify the Employer and may request the Employer to certify the same in respect of the Works. In the event of unsuccessful Commissioning of the Works, the Contractor shall, at the Employer's option, pay Shortfall Liquidated Damages to the Employer in accordance with Clause 25.2. Provided however that, in cases where separate Performance Guarantee Tests are being performed in terms of Clause 24, the Shortfall Liquidated Damages shall be payable in accordance with the provisions of Clause 25.2.

22.8 The Contractor shall furnish all requisite facilities, assistance, labour, equipment, materials, utilities, apparatus and instruments necessary for the safe and convenient inspection and testing in accordance

with this Clause 22, including the Factory Tests. The right of inspection, examination, measurement and testing by the Employer, its representatives or TPIA provided herein is intended solely for the Employer's benefit. No exercise of or failure to exercise such right shall relieve the Contractor of any of its obligations hereunder or prejudice any of the Employer's rights under the SO Documents..

23. Acceptance and Rejection

- 23.1 If as a result of (i) any inspection, examination or testing of the Equipment and Materials and/or the Works carried out in accordance with Clause 22; or (ii) performance of activities specified under Clause 24, the Employer determines that any part of the Equipment and Materials and/or the Works is defective, unable to achieve Commissioning or Performance Guarantee, or otherwise not in accordance with the SO Documents, the Employer shall have the right to reject such part of the Equipment and Materials and/or the Works and shall notify the Contractor promptly of such rejection. The Contractor shall promptly undertake the necessary remedial work at its own cost and ensure that the rejected part of such Equipment and Materials and/or the Works complies with the SO Documents, which may include:
- (a) all specific corrective measures or rectification in respect of the Works, which when implemented and operated, shall enable the Equipment and Materials and/or the Works to comply with the requirements of the SO Documents; or
 - (b) correct the Drawings and Documents and other technical documentation to reflect such corrective measures.
- 23.2 In case the Contractor fails to rectify or replace the rejected Equipment and Materials and/or the Works or any part thereof, or undertake remedial measures as set out in Clause 23.1 above, within the timeframe given by the Employer, the Employer shall have the right to rectify such Equipment and Materials and/or the Works or parts thereof in accordance with Clause 33.
- 23.3 After completion of the necessary remedial work, the Employer has the right to: (i) subject the Equipment and Materials and the Works or parts thereof to further inspection, examination and testing by the Employer, its representatives or TPIA in accordance with the procedure set out under Clause 22; or (ii) perform activity set out in Clause 24 below, after all corrective measures to eliminate the Defects or deficiencies have been undertaken. All costs and expenses of such further inspection, examination and testing shall be to the Contractor's account.
- 23.4 The Contractor shall ensure that it performs its obligations under this Clause 23 in accordance with the schedule and the timelines for the Project, as specified by the Employer to the Contractor. The Contractor shall not be entitled to raise any Running Account Bills or invoice for any sums payable in respect of the portion of the Equipment and Materials and/or the Works which has been rejected by the Employer in accordance with the provisions of this Clause.
- 23.5 When all the activities required to be performed in respect of the Works, as set out in Clause 22, including any retests pursuant to this Clause 22.2, have been successfully carried out and the Works are complete in terms of the requirements of the SO Documents, the Contractor shall notify the Employer in writing of the same and shall request the Employer to take over the Works and issue a certificate to the Contractor, certifying that the Completion for the Works has been achieved ("**Provisional Acceptance Certificate**"). Upon receipt of such request from the Contractor and the Contractor having complied with the conditions set forth in this Clause 23 to the Employer's satisfaction, the Employer shall issue the Provisional Acceptance Certificate to the Contractor, provided that the Works can be safely and reliably placed in commercial operation notwithstanding the Punch-List Items being outstanding and/or incomplete.

24. Performance Guarantee

- 24.1 Upon receiving the Provisional Acceptance Certificate for the Works, the Contractor shall, if applicable to the Works and at the request of the Employer, perform the Performance Guarantee Tests for the Works to demonstrate compliance with the Performance Guarantee, within such timeline as may be specified by the Employer. The Contractor guarantees that, during the Performance Guarantee Tests, the Works and all parts thereof shall achieve the Performance Guarantee. If, the Performance Guarantee is not achieved (either in whole or in part), the Contractor shall, at the Employer's option, either (a) undertake such measures as specified in Clause 23; or (b) pay Shortfall Liquidated Damages to the Employer in respect of the failure to meet the minimum Performance Guarantees in accordance with Clause 25.2.

- 24.2 If, for any reason not attributable to the Employer, even the minimum level of Performance Guarantee is not achieved, the Employer has the right to reject such Works without any liability whatsoever, in accordance with Clause 22.2. Notwithstanding anything contained to the contrary in the SO Documents, the Employer may, at its sole discretion, choose to accept such Works after the Parties have renegotiated the Basic Price for such Works and the Contractor has paid to the Employer the Shortfall Liquidated Damages for such Works.
- 24.3 The Contractor shall, if required for the successful completion of the Performance Guarantee Tests, bring to the Site the Contractor's Equipment (including any special equipment, apparatus, measuring instrument, tools and tackles) and upon the completion of the Performance Guarantee Tests, remove such Contractor's Equipment at its own cost and with prior approval from the Employer. The Employer shall furnish labour, electricity, water and fuel, without any cost to the Contractor, for conducting the Performance Guarantee Tests.

25. Liquidated Damages

- 25.1 If the Contractor fails to achieve Completion as per the Completion Schedule, the Employer shall have the right to levy liquidated damages for such delay, in accordance with the terms specified in the SO Documents ("**Delay Liquidated Damages**").
- 25.2 In case the Works fail to achieve successful Commissioning or pass the Performance Guarantee Tests (as applicable), the Employer shall have the right to levy liquidated damages for such shortfall in performance, in accordance with the terms specified in the SO Documents ("**Shortfall Liquidated Damages**"). Unless otherwise specified in the Service Order, it is hereby clarified that in the event Performance Guarantee Tests are applicable for the Works, the Shortfall Liquidated Damages shall be levied upon the Works failing to successfully achieve such Performance Guarantee Tests, and not upon any instance of unsuccessful Commissioning of the Works.
- 25.3 The combined maximum ceiling for the Delay Liquidated Damages and Shortfall Liquidated Damages shall be as specified in the Service Order.
- 25.4 In the event the Contractor breaches any of its obligations set out under Clause 15.2(b) or Clause 28, the Employer shall have the right to levy liquidated damages for such breach, as specified in the Service Order.
- 25.5 The Parties agree that the liquidated damages set out in the SO Documents are a genuine pre-estimate of the losses/damages that shall be suffered by the Employer on account of any delay in completion of the Scope of Work, failure to pass the Performance Guarantee Tests and/or failure to achieve Commissioning (as may be applicable). The Parties further irrevocably agree that the liquidated damages prescribed herein: (i) shall be payable on demand without requiring any proof of actual loss/damages caused by the Contractor's breaches; and (ii) have been mutually determined after joint discussions and calculations.
- 25.6 The Parties agree that the GST applicable on liquidated damages payable by the Contractor under this Clause 25 shall be to the Contractor's account. The total amount of liquidated damages payable by the Contractor in terms of the SO Documents shall be grossed up to take into account such liability of GST and the Employer shall be entitled to raise invoice(s) upon the Contractor in respect of the same. The Employer may recover such liquidated damages (as grossed up) by: (i) deducting such liquidated damages from any amounts due or which may become due to the Contractor; (ii) directing the Contractor to pay such liquidated damages to the Employer as a debt due and payable; or (iii) claiming such liquidated damages from available bank guarantees.
- 25.7 The payment of liquidated damages shall not relieve the Contractor from its obligation to achieve Completion, nor from any other obligations and liabilities under the SO Documents, and shall not prejudice any other remedy that the Employer may have in relation to the Contractor's non-compliance with the SO Documents. Any correspondence or minutes of meetings and/or acceptance of delayed performance of the Scope of Work shall not be construed as a waiver of liquidated damages payable under the SO Documents.

26. Compliance with Applicable Laws and Site Regulations

- 26.1 The Contractor shall, and ensure that its Sub-Contractors and their respective personnel shall, abide by all applicable laws relating to the performance of the Scope of Work. The Contractor shall comply with

the specific rules and regulations, as provided by the Employer and to be observed during performance of the SO Documents at the Site. The Contractor shall ensure that its Sub-Contractors, labourers and personnel also comply with the said rules and regulations. Such rules and regulations shall include rules in respect of security, safety of the Works and people at the Site, gate control, sanitation, medical care and fire prevention. The Contractor shall also comply with the 'code of conduct', published on the Employer's website, during the performance of its obligations under the SO Documents.

- 26.2 The Contractor shall provide and maintain, at its own cost, all lighting, fencing and watch and ward for the Site, as may be necessary for the proper execution and the protection of the Works and the safety of the Employer's personnel and property, occupiers of adjacent property and the general public. The Contractor shall develop and submit for the Employer's Representative's approval, a comprehensive security plan with respect to the Works and the Site, which shall be consistent with the security requirements specified by the Employer, and the Contractor shall strictly adhere to such plan approved by the Employer. The Contractor shall be further responsible for keeping unauthorised persons away from the Site or the portions for which the Contractor is responsible for security.
- 26.3 The Contractor shall be liable for any damage or injury to persons or property of the Employer or third parties caused as a result of acts or omissions of the Contractor in the course of performing the Scope of Work under the SO Documents.

27. Compliance with Environmental, Social and Governance Requirements

- 27.1 The Contractor shall, as a part of performing its obligations under the SO Documents, ensure responsible business management pertaining to environmental, social and governance ("ESG") related matters. In this regard, the Contractor shall, and ensure that its Sub-Contractors and their respective personnel shall: (i) comply with policies, codes and guidelines, as may be notified by the Employer to the Contractor, pertaining to the ESG requirements and as may be required in terms of applicable laws; (ii) employ management systems for ESG risks and opportunities, and commit to continuous improvements thereof; (iii) ensure fair terms and conditions of employment for its Sub-Contractors, employees and personnel; (iv) take all necessary care of the personnel engaged in the performance of the Works and undertake activities for their skill enhancement and welfare; (v) assess and mitigate the health, safety and environmental risks which may arise due to the performance of the Scope of Work; and (vi) focus on corporate responsibility and long term sustainability.
- 27.2 The Contractor shall, and ensure that its Sub-Contractors and their respective personnel shall, abide by all environmental laws. The Contractor shall take all necessary care that the Scope of Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Site, and shall further take all precautions to avoid pollution or contamination of air, land or water arising out of the performance of the Scope of Work. The Contractor shall ensure efficient management and disposal of hazardous materials and toxic emissions, in compliance with the applicable laws. The Contractor shall preserve and protect all existing vegetation such as trees (but not shrubs or grass) on or adjacent to the Site. Further, the Contractor shall not remove or destroy such vegetation, unless such vegetation creates any hindrance with respect to the performance of the Works.
- 27.3 Further, the Contractor shall, and ensure that its Sub-Contractors shall, as part of its corporate responsibility, undertake to focus on: (i) the promotion of diversity, prosperity and sustainable development; (ii) enhancement of skills, empowerment of women, protection of human rights and development of local community; (iii) reduction of pollution, preservation of biodiversity and water resources, conservation of natural resources and energy and supporting efforts to combat climate change; (iv) develop and use environmental friendly technology and reduce negative impact on the environment; (v) creation and implementation of sustainable water use strategies; (vi) avoiding the usage of plastic (including any single use plastic items or non-biodegradable materials) and innovating new products to reduce carbon footprint; and (vii) establishing strong risk management and corporate governance mechanisms and build healthy stakeholder relationships.
- 27.4 In furtherance to the objectives and requirements stipulated in this Clause 27, the Contractor represents, warrants and covenants that:
- (a) equal employment opportunities and a work environment conducive to the growth and development are provided to the Contractor's personnel;

- (b) all personnel are employed on their own free will;
- (c) the Contractor's workforce does not comprise of any form of prohibited labour, including forced or bonded labour and child labour;
- (d) the Contractor's personnel are not subjected to any form of discrimination or harassment;
- (e) there is no incidence of slavery and human trafficking of any form in any transactions entered into by the Contractor;
- (f) the Contractor's personnel do not and shall not indulge in any activity which is prohibited under the applicable laws;
- (g) regular meetings are conducted with the Contractor's personnel by the supervisor of such personnel such that the personnel are provided with a fair and transparent forum to freely raise their problems and grievances;
- (h) a formal grievance redressal mechanism is established by the Contractor such that its personnel have free and fair access to the Contractor's representative, for the personnel to raise their grievances, without any kind of prejudice or retaliation on account of raising such grievances; and
- (i) the Employer's whistle blower policy is complied with and if any of the Contractor's personnel becomes aware of any wrongdoing or unethical activity being performed by the Employer's personnel or other contractors, then such activity is promptly reported to the Employer in accordance with such policy.

28. Compliance with Safety Requirements

- 28.1 The Contractor shall, and ensure that its personnel, Sub-Contractors and their respective personnel shall, strictly comply with the Safety Requirements and other standard safety norms, rules, regulations and policies prevalent in the industry, while performing the obligations under the SO Documents. The Contractor shall conduct, prior to commencement of the Works, a: (i) job safety analysis for the Works and obtain a permit to work for the same, which shall be duly approved by the Employer, and (ii) training session for the personnel deployed for the performance of the Works on the Safety Requirements and compliance measures with respect to the same. The Contractor shall further ensure that the personnel deployed for the performance of the Scope of Work are adequately trained and medically fit for the purpose of performing any activities which may be hazardous or involve high risks.
- 28.2 All safety plans, checklists and method statements prepared by the Contractor in respect of the Works shall, if required by the Employer, be submitted to the Employer for approval. The Contractor shall, with the Employer's approval and in accordance with the Safety Requirements, appoint and deploy competent safety resources at the Site, including supervisors and safety stewards, for the performance of the SO Documents. The Contractor shall, as part of the Safety Requirements and for the benefit of its personnel: (i) establish and construct necessary safety-related infrastructure and welfare facilities at the Site; (ii) conduct safety awareness and training programs for its personnel in order to ensure that the necessary risk control measures are adopted for the performance of the Works; (iii) conduct periodical medical check-ups and provide adequate medical facilities; (iv) provide personal protective equipment that complies with IS/EN standards (as updated); (v) conduct routine inspections in respect of compliance with safety measures at the Site; (vi) prepare and enforce emergency plans, policies for prevention of substance abuse, fire incidents and safety hazard mitigation policies etc.; (vii) adhere to housekeeping requirements for the Site and other facilities established by the Contractor; and (viii) constitute a Site-level safety committee for the purpose of reviewing and reporting compliance with the Safety Requirements. Further, the Contractor shall, and ensure that its Sub-Contractors and their personnel shall, ensure prompt identification and mitigation of all safety-related incidents and conditions, that may arise during the performance of the Scope of Work and keep the Employer apprised of the same.
- 28.3 The Employer and/or its representatives shall have the right to conduct audits and inspections on a periodic basis and evaluation on a continuous basis, in order to assess the Contractor's compliance with the Safety Requirements and its obligations under this Clause 28. Based on the evaluation of such audits and inspections, the Employer may, at its discretion, provide incentives to the Contractor for satisfactory compliance with the Safety Requirements, in accordance with the terms specified in the Safety Requirements. In the event the Contractor is in breach of the Safety Requirements and/or any of its

obligations under this Clause 28, the Employer shall also be entitled to levy liquidated damages upon the Contractor, in accordance with Clause 25.4.

28.4 If the Employer has a first-aid centre and other facilities at the Site, the Employer may, at its option, make available such facilities for the treatment of the Contractor's personnel, who may be injured or become ill while engaged in the performance of the Works. If such facilities are made available to the Contractor's personnel then in consideration for the use of such facilities, the Contractor hereby agrees to defend, indemnify and hold harmless the Employer and all providers of medical services or facilities from any claims arising out of or relating to the use of such medical services or facilities by the Contractor's personnel. Nothing herein contained shall be construed as imposing any duty upon the Employer to provide facilities necessary to furnish emergency medical treatment or related services to the Contractor's personnel or to make such facilities and/or services available to the Contractor's personnel.

29. Title and Risk of Loss

29.1 Except as otherwise provided herein, title and proprietary interest in the Works (or any part thereof) created pursuant to performance of the Works, including any Drawings and Documents, shall become the property of the Employer, on the earlier of the following:

- (a) issuance of the Provisional Acceptance Certificate; or
- (b) SO Price payable for the Works (or such part thereof) is paid by the Employer to the Contractor.

29.2 Notwithstanding the foregoing, the Contractor shall be responsible for and shall bear any and all risk of loss or damage to the Works until Completion thereof in accordance with the provisions of the SO Documents. Upon Completion, risk of loss or damage shall pass to the Employer, provided that any loss or damage to the Works caused due to reasons attributable to the Contractor shall be borne by the Contractor.

30. Defect Liability

30.1 The Contractor warrants that the Works or any part thereof shall be free from any Defects and Latent Defects. If any Defects are found in the Works during the Defect Liability Period, the Contractor shall, at its cost and expense and in consultation and agreement with the Employer regarding appropriate remedying of the Defects, promptly repair, replace or otherwise make good such Defects, deficiencies or damages as may be notified by the Employer on or before the expiry date of the Defect Liability Period for the Works or any part thereof, including any other damage to the Works caused by such Defects. The Contractor shall complete the pending or Punch-List Items (if any) in consultation with the Employer, as the case may be within thirty (30) days of the date of the Provisional Acceptance Certificate or such other time period as may be specified by the Employer. For the avoidance of the doubt, it is clarified that the determination of a Defect shall be at the sole discretion of the Employer and the decision of the Employer in this regard should be final and binding on the Contractor. The Employer's acceptance of the Works, spares, tools and tackles shall in no way relieve the Contractor of its obligations under this Clause.

30.2 The Employer shall provide the Contractor with necessary access to the Works at the Site as required for performance of the Contractor's obligations under this Clause. The Contractor may, with the consent of the Employer, remove from the Site the Works or any part thereof that is Defective and/or damaged, if such repairs cannot be expeditiously carried out at the Site.

30.3 If the Contractor fails to promptly commence remediation of such Defect(s), the Employer may, following notice to the Contractor, proceed to remedy the Defect(s), and any costs incurred by the Employer in connection therewith shall be: (i) reimbursed by the Contractor; (ii) deducted by the Employer from any amounts due to the Contractor; or (iii) claimed by the Employer under the applicable bank guarantee(s).

30.4 If the repair, replacement or making good of any Works that are Defective, is of such a character that it may affect the efficiency of the Works or any part thereof, the Employer may require the Contractor to immediately perform tests on the repaired or replaced part of such Works, upon completion of such remedial work. If such repaired or replaced part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Works passes such tests. The tests shall be mutually agreed upon by the Parties.

30.5 If the Works or any part thereof cannot be used by reason of such Defect and/or making good of such Defect, the Defect Liability Period of the Works or such part, as applicable, shall be extended by a period equal to the period during which the Works or such part could be used by the Employer because of any

of the aforesaid reasons. In the event any Sub-Contractor provides a longer guarantee with respect to the Works or any part thereof, the Contractor shall extend the benefit of such longer guarantee to the Employer.

- 30.6 At the end of the Defect Liability Period, the Contractor's liability for Defects with respect to the Works ceases, except in case of Latent Defects. The Contractor shall make good such Latent Defects until the expiry of the Latent Defect Liability Period, in accordance with this Clause 30.

31. Final Acceptance

The Contractor may, by written notice to the Employer, request the Employer to issue a certificate for final acceptance of the Works (the "**Final Acceptance Certificate**") after the end of the Defect Liability Period, provided that the following conditions (as may be applicable) shall have been fulfilled to the satisfaction of the Employer:

- (a) any and all liquidated damages and any other amounts payable under the SO Documents by the Contractor shall have been paid;
- (b) the Contractor shall have, if applicable, successfully conducted the Performance Guarantee Tests;
- (c) any Punch-List Item as requiring rectification or completion hereunder shall have been so rectified or completed by the Contractor to the Employer's satisfaction; and
- (d) any and all Defects in respect of the Works arising during the Defect Liability Period shall have been remedied and/or rectified to the Employer's satisfaction.

32. Representations and Warranties

32.1 The Contractor hereby represents and warrants to the Employer that:

- (a) it is duly organized, validly existing, and in good standing under the laws of the country or state in which it is organized or incorporated;
- (b) it is duly qualified to do business in all jurisdictions and owns or possesses all applicable permits that are necessary to operate its business as is currently being conducted, perform its obligations under the SO Documents and that the copies of such applicable permits have been delivered to the Employer;
- (c) the execution, delivery and performance of the SO Documents by the Contractor and the consummation of the transactions contemplated thereby do not and shall not contravene the certificate of incorporation or by-laws of the Contractor and do not and shall not conflict with or result in: (i) a breach of or default under any indenture, agreement, judgment, decree, order or ruling of any court, government authority or regulatory body to which the Contractor is a party or by which any of its assets are bound that would have a material adverse effect on the Contractor's ability to perform its obligations under the SO Documents; or (ii) a breach of any applicable laws;
- (d) the SO Documents constitute legal, valid and binding obligations of the Contractor, which are enforceable against it in accordance with the terms of the SO Documents;
- (e) it is the owner, valid licensee or authorized user of all Intellectual Property Rights and any other tools or equipment which shall be used for or is incident to the design, engineering and the performance of the Scope of Work and that the Employer's proposed use (as contemplated by the SO Documents) of the Works and all other property provided by the Contractor under the SO Documents, do not and shall not infringe or misappropriate the Intellectual Property Rights of any Person;
- (f) the Scope of Work shall be performed with professionalism, promptness, diligence, in a skilled and workmanlike manner, in accordance with Good Industry Practice and the terms of the SO Documents;
- (g) there are no legal, arbitration proceedings or any other proceedings by or before any government authority, now pending or threatened against it, its Affiliate or any Sub-Contractor which, if adversely determined, could be expected to have adverse effects on the financial condition, options, prospects or business of the Contractor or the Contractor's ability to perform its obligations under the SO Documents;

- (h) it has the requisite expertise, skill, knowledge, experience, manpower and adequate infrastructure (with capacity and ability to augment all of these as may be necessary) to successfully perform the Scope of Work in accordance with the terms of the SO Documents;
- (i) it has examined all aspects of the SO Documents (including other terms and conditions of the SO Documents) and the Scope of Work and has satisfied itself fully as to the sufficiency of consideration for performance and completion of all of its obligations under the SO Documents;
- (j) the Works shall be free of Defects and deficiencies (including Latent Defects);
- (k) it is fully aware of and shall comply with all applicable laws during the performance of the Scope of Work;
- (l) the Works performed hereunder shall be executed in a timely manner with due care and diligence and shall be fit for the purposes and uses intended and capable of operation in the manner contemplated hereby and in accordance with the SO Documents;
- (m) the Works shall be free and clear of any and all claims and encumbrances;
- (n) neither the Contractor nor any of its Affiliates or Sub-Contractors, and to the best of its knowledge, none of its or its Affiliates' or Sub-Contractors' respective employees, officers, directors, representatives, or agents, has made, offered to make or agreed to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for: (i) any government official, employee, representative or agent; (ii) any employee, officer, director, representative or agent of the Employer or its Affiliates; or (iii) any other Person with respect to the negotiation, execution or performance of the SO Documents; and
- (o) no representation or warranty made by it, as contained herein or in any other document furnished by it to the Employer or to any government authority in relation to applicable permits in relation to the SO Documents, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

32.2 The Employer represents and warrants to the Contractor that:

- (a) it is a corporation duly organized, validly existing, and in good standing under the laws of India;
- (b) it has full corporate power and authority to execute, deliver and to perform its obligations under the SO Documents, and that the execution, delivery and performance of the SO Documents by the Employer have been duly authorized by all necessary corporate action on the part of the Employer; and
- (c) the execution, delivery and performance of the SO Documents by it and the consummation of the transactions contemplated thereby do not and shall not: (i) contravene the Employer's certificate of incorporation, its constituent documents or by-laws; (ii) conflict with or result in a breach of or default under any license, indenture or agreement to which the Employer is a party that would materially and adversely affect the Employer's ability to perform its obligations under the SO Documents; or (iii) breach any applicable laws, judgment, decree, order or ruling of any court, government authority or regulatory body to which the Employer is a party or by which any of its assets are bound.

33. Contractor's Liability for Failure to Perform

In the event that the Contractor is in breach of its obligations under the SO Documents, which results in delay in the Completion Schedule or hindrance in performance of the Scope of Work, the Employer shall, without prejudice to any of its other rights under applicable law or the SO Documents, be entitled to complete the Works by itself or appoint another contractor to perform or complete the Works, and the Contractor shall, in addition to the payment of liquidated damages, be liable to reimburse to the Employer any additional costs, including any overheads, incurred for the engagement of such third party contractor.

34. Intellectual Property Rights

34.1 In performing the Scope of Work, the Contractor shall not incorporate into the Works or any part of the Scope of Work or use in connection with the provision of the Works, any materials, components, designs, Drawings and Documents, methods, processes or systems that involve the use of any Confidential Information, or Intellectual Property Rights that the Contractor does not have the right to use or

incorporate or which may result in claims or suits against the Employer, the Contractor or any Sub-Contractor, arising out of claims of infringement of any proprietary rights, Intellectual Property Rights of a third party or any licensing agreements thereof.

34.2 The title to all the designs, Drawings and Documents, documentation, inventions and discoveries made by the Contractor in the course of performing its obligations under the SO Documents shall, at all times, reside with the Employer. Notwithstanding any proprietary legends or copyright notices to the contrary, the Employer shall be entitled to copy or reproduce documents and information furnished by the Contractor with respect to the SO Documents and distribute such copies or reproductions to others for the purposes of the Works and/or the SO Documents. The Contractor is responsible for obtaining necessary permissions and releases from any third parties placing proprietary rights or copyrights on such documents or information.

34.3 The Contractor shall defend, indemnify and hold harmless the Employer, the Employer's representatives, employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, which the Employer or its representatives, employees and officers may suffer as a result of any infringement or alleged infringement of Intellectual Property Rights, which the Contractor is not licensed to use, or any claims, suits or proceedings by a third party, whether rightful or otherwise, alleging that a proprietary right or copyright has been infringed by any use, copying, reproduction or distribution by the Employer.

35. Indemnity

35.1 The Contractor shall defend, indemnify and hold the Employer harmless from and against any and all losses arising directly or indirectly from or incurred by reason of:

- (a) the acts or omissions of the Contractor, its Affiliates, Sub-Contractors or any of their respective personnel during the performance of the Contractor's obligations under the SO Documents, including any such losses arising from injury to or death of any person or damage to or loss of property;
- (b) hazardous materials introduced to the Site or any other location by the Contractor, its Affiliates, Sub-Contractors or their respective personnel in the performance of the Scope of Work;
- (c) non-compliance with applicable laws by the Contractor, its Affiliates, Sub-Contractors or their respective personnel; and
- (d) any breach of representations or warranties given by the Contractor, its Affiliates, Sub-Contractors or their respective personnel under or in relation to the SO Documents.

35.2 The obligation to indemnify stipulated in this Clause is a continuing, separate and independent obligation of the Contractor and shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied towards reduction of the claims made against the Employer.

36. Limitation of Liability

36.1 The aggregate liability of either Party, arising out of or in connection with the Scope of Work or the SO Documents, shall not exceed one hundred percent (100%) of the SO Price, provided that no such limit shall apply in respect of the Contractor's liability for:

- (a) losses resulting from any fraud, wilful misconduct or illegal or unlawful acts or omissions of the Contractor or any Sub-Contractor or any of their respective personnel;
- (b) liquidated damages payable by the Contractor under the SO Documents;
- (c) costs and expenses incurred with respect to rectification of any Defect or Latent Defect; and
- (d) liability pursuant to the breach of the Contractor's indemnity obligations under the SO Documents.

36.2 Neither Party shall be liable to the other Party for any loss of use, loss of production or loss of profits or any other indirect or consequential damage, whether foreseeable or not, that may be suffered by the other Party.

37. Change in Law

- 37.1 The Contractor shall, on or following the occurrence of a Change in Law, give notice of such Change in Law to the Employer in accordance with the provisions of this Clause as soon as may be reasonably practicable. The notice served pursuant to this Clause shall provide, *inter alia*, details of the Change in Law and the effect thereof on the SO Documents. If the Employer accepts the Change in Law proposed by the Contractor, the SO Price shall be correspondingly increased or decreased, and/or the Completion Schedule shall be adjusted to the extent that the Contractor has been affected in the performance of any of its obligations under the SO Documents.
- 37.2 If due to such Change in Law, the Contractor is entitled for any additional amounts, the same shall be paid to the Contractor only against a claim supported by documentary evidence to the satisfaction of the Employer. If due to such Change in Law, the Employer is entitled to recover any amount, the same shall be recovered from the Contractor as a debt due and payable by the Contractor to the Employer.

38. Force Majeure

- 38.1 "**Force Majeure**" shall mean any event or circumstance or combination of events or circumstances in India which: (i) is beyond the reasonable control of the affected Party; (ii) the affected Party could not reasonably have anticipated or provided for before entering into the SO Documents; (iii) could not have been prevented by Good Industry Practice; (iv) is not suffered by a Sub-Contractor; (v) is unavoidable notwithstanding the reasonable care of the Party affected; and (vi) has not resulted from the negligence of the affected Party or the failure of such Party to perform its obligations under the SO Documents and which, or any consequence of which, has a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under the SO Documents and shall be restricted to the following events:
- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, terrorism and civil war; or
 - (b) earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster, epidemic, pandemic, lock downs imposed by government authorities.
- 38.2 Notwithstanding the foregoing, an event of Force Majeure shall not include:
- (a) any Site condition or event arising therefrom;
 - (b) the occurrence of any manpower, material or equipment shortage;
 - (c) inability to procure funding by the Contractor;
 - (d) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies;
 - (e) any hindrance created by any third party in respect of any access right or right of use in respect of the Site;
 - (f) inability of a Party to pay any amounts due pursuant to the SO Documents;
 - (g) conditions caused by the negligence or wrongful acts of the affected Party;
 - (h) a breach of any provision of the SO Documents or any default or failure by a third party in any agreement entered into by the affected Party with such third party;
 - (i) any delay, default or failure (direct or indirect) in obtaining materials, equipment or performing services by any Sub-Contractor, any workers or agents thereof, performing the Scope of Work or any part thereof; or
 - (j) disruption of access to the Site due to road conditions.
- 38.3 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the SO Documents by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof immediately following the date of commencement of any event of Force Majeure and in any event within seven (7) days of the occurrence of such event. Such notice shall be a pre-condition to an affected Party claiming relief for an event of Force Majeure and, if such notice has not been provided, the affected Party shall be precluded from claiming any loss pursuant to an event of Force Majeure.

- 38.4 The Party giving such notice shall be excused from the performance of its obligations under the SO Documents for so long as the relevant event of Force Majeure continues, and to the extent that such Party's performance is prevented, hindered or delayed. The Completion Schedule shall be extended for the time period during which such event of Force Majeure exists and, in such case, both Parties shall mutually discuss and arrive at the further course of action for the performance of their respective obligations. The Party invoking such event of Force Majeure as a cause for such delay shall promptly submit to the other Party proof of the nature of such delay and its effect upon the time for performance of its obligations.
- 38.5 Delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the SO Documents or give rise to any claim for damages or additional cost or expense. However, the affected Party shall mitigate the effect thereof upon its performance of the SO Documents and to fulfil its obligations under the SO Documents, including recourse to alternate acceptable sources of the Works, Equipment and Materials and other resources, but without prejudice to either Party's right to terminate the SO Documents under Clause 40.
- 38.6 If the performance of the SO Documents is substantially prevented, hindered or delayed for either a period of more than one hundred and twenty (120) consecutive days or an aggregate period of more than fifty percent (50%) of the total Completion Schedule, on account of one or more events of Force Majeure during the currency of the SO Documents, the Parties shall attempt to develop a mutually satisfactory solution, failing which the Employer may terminate the SO Documents by giving a notice to the Contractor. In the event of termination pursuant to this Clause, the rights and obligations of the Employer and the Contractor shall be as set out in Clause 40.2.

39. Suspension

- 39.1 The Employer may, by issuing a notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the SO Documents. Such notice shall specify the obligation of which performance is to be suspended, the date of suspension and the reasons thereof. The Contractor shall forthwith:
- (a) suspend performance of such obligation (except those obligations necessary for the care or preservation of the Works), until ordered in writing to resume such performance by the Employer;
 - (b) place no further subcontracts or orders for goods, supplies, services, work or facilities in respect of the Scope of Work, except to the extent expressly requested by the Employer; and
 - (c) unless otherwise directed by the Employer, use all endeavours to suspend on the most favourable terms available to the Contractor all orders, contracts, subcontracts and agreements to the extent affected by such suspension and otherwise minimise any additional costs associated with such suspension.
- 39.2 The Employer shall issue orders for suspension or reinstatement of the SO Documents to the Contractor in writing, as may be required. In the event of any suspension, the Completion Schedule shall be extended suitably by the Employer, which in any case shall not be more than for a period equal to the duration of suspension.
- 39.3 During a suspension, the Contractor shall not be entitled to payment of the SO Price which would have otherwise been ordinarily payable during the relevant period of such suspension, except for such part of the Scope of Work which has been completed prior to the date of suspension specified in the notice of suspension. Upon resumption by the Contractor of all activities affected by a suspension, the Employer shall resume payments of the SO Price with the payment dates adjusted to reflect the period during which scheduled payments were not made.
- 39.4 The Employer shall reimburse the Contractor any necessary, reasonable, proper, verified and demonstrable costs incurred as a direct result of such suspension of the Scope of Work, provided such costs are substantiated to the Employer's satisfaction. The Employer shall not be responsible for any costs and liabilities, if suspension or delay is due to default by the Contractor or its Sub-Contractors.

40. Termination

40.1 Termination for the Contractor's Default

- (a) The Employer may, without prejudice to any other rights or remedies it may possess, terminate the SO Documents forthwith and with no compensation, by giving a notice of termination, if the Contractor:
- (i) becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
 - (ii) assigns or transfers the SO Documents or any right or interest therein, except as provided under the SO Documents;
 - (iii) in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in execution of the SO Documents; or
 - (iv) delays performance of any obligation under the SO Documents, resulting in the maximum ceiling of the liquidated damages as stipulated in the SO Documents being reached.
- (b) The Employer may, without prejudice to any other rights or remedies it may possess, terminate the SO Documents by giving the Contractor a termination notice of fifteen (15) days, with no compensation to the Contractor, if the Contractor:
- (i) abandons or repudiates the SO Documents;
 - (ii) fails to commence work on the Scope of Work promptly or has suspended the progress of performance of its obligations under the SO Documents for more than thirty (30) days after receiving a written instruction from the Employer to proceed;
 - (iii) fails to execute the SO Documents in accordance with the terms and conditions therein, or neglects to carry out its obligations under the SO Documents; or
 - (iv) refuses or is unable to provide sufficient materials, services or labour to execute and complete the performance of the Works in a manner specified in the programme furnished under Clause 12 at such rates of progress that give assurance to the Employer that the Contractor can complete the Works in accordance with the Completion Schedule,

and the Contractor fails to remedy, or to take steps to remedy, such default within fourteen (14) days of its receipt of a notice from the Employer requiring the Contractor to cure such default.

(c) Termination for Cross Default

The Contractor agrees and acknowledges that the Contractor and/or its Affiliates have been awarded separate service orders and/or purchase orders in addition to this Service Order. The division of the scope of work under the respective orders that are awarded to the Contractor and/or its Affiliates, shall not be construed to limit their respective liabilities or responsibilities thereunder. The Contractor further agrees that, in the event of any breach or default by the Contractor and/or its Affiliates under any such order awarded to it, which would either result in a termination of or give rise to a termination right under such order, such breach or default shall be construed to be a breach or default under the SO Documents and the Employer shall, without prejudice to any other rights or remedies as it may possess, have the right to terminate all the orders in accordance with the provisions of termination contained under such other orders, at the risk and cost of the Contractor, by giving a notice of termination to the Contractor.

- (d) Upon receipt of the notice of termination under Clause 40.1(a), Clause 40.1(b) or Clause 40.1(c), as the case may be, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:
- (i) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed;

- (ii) deliver to the Employer parts of the Works (or parts thereof) executed by the Contractor up to the date of termination;
 - (iii) terminate all sub-contracts, except those to be assigned to the Employer;
 - (iv) to the extent legally possible, assign to the Employer all rights, titles and benefits of the Contractor to the Works as on the date of termination and, as may be required by the Employer, in any sub-contracts concluded between the Contractor and its Sub-Contractors; and
 - (v) deliver to the Employer all Drawings and Documents, Specifications and all other documents prepared in connection with the Scope of Work by the Contractor or its Sub-Contractor, as on the date of termination.
- (e) Upon such termination in terms of Clause 40.1, the Employer may take possession of the Site, expel the Contractor and complete the Scope of Work by itself or by employing any third parties in accordance with Clause 33.
- (f) Subject to Clause 40.1(g) below, the Contractor shall be paid the SO Price attributable to the Works (or part thereof) as executed by the Contractor and accepted by the Employer, as on the date of termination. If the Employer instructs the Contractor to provide for safekeeping of the Works, any reasonable costs incurred by the Contractor with respect to protection of the Works shall be paid by the Employer to the Contractor. Any sums due to the Employer from the Contractor and accruing prior to the date of termination shall be deducted from any amounts to be paid to the Contractor under the SO Documents.
- (g) Pursuant to termination of the SO Documents in accordance with Clause 40.1, if the Employer completes the Scope of Work (or any part thereof) under the SO Documents, the cost of completing such Scope of Work by the Employer shall be determined, as under:
- (i) if the sum that the Contractor is to be paid, pursuant to Clause 40.1(f), plus the reasonable costs incurred by the Employer in completing the Works, exceeds the SO Price, the Contractor shall be liable to pay to the Employer such excess amounts incurred by the Employer;
 - (ii) if such excess is greater than the sums due to the Contractor under Clause 40.1(f), the Contractor shall pay the balance to the Employer; and
 - (iii) for termination due to the defaults by the Contractor, the Employer reserves the right to get the balance work done by other agencies at the risk and cost of the Contractor.

40.2 *Termination for the Employer's Convenience*

- (a) The Employer may, at any time, terminate the SO Documents for any reason whatsoever, by giving the Contractor a ten (10) days' notice of termination.
- (b) Upon receipt of the notice of termination under Clause 40.2(a), the Contractor shall take all measures as specified in Clause 40.1(d).
- (c) In the event of termination of the SO Documents under Clause 40.2(a), the Employer shall pay the following amounts to the Contractor:
 - (i) the SO Price, properly attributable to the Works executed by the Contractor and accepted by the Employer, as on the date of termination; and
 - (ii) the reasonable cost of termination of sub-contracts between the Contractor and its Sub-Contractors, subject to the Contractor submitting documentary evidence of such termination to the Employer's satisfaction.

40.3 In this Clause 40, in calculating any amounts due from the Employer to the Contractor, any sum previously paid by the Employer to the Contractor under the SO Documents, including any advance payment paid pursuant to the terms of payment under the SO Documents, shall be taken into account.

41. **Governing Laws**

The SO Documents shall be governed by and interpreted in accordance with the laws of the Republic of India.

42. Settlement of Disputes

- 42.1 If any dispute whatsoever arises between the Employer and the Contractor in connection with or arising out of the SO Documents, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination or the execution of the Scope of Work, whether during the progress of the Scope of Work or after Completion of the Works and whether before or after the termination, abandonment or breach of the SO Documents, the Parties shall seek to resolve any such dispute by referring the matter to an authorized representative of the Employer. Such representative shall provide his decisions within thirty (30) days of the referral of such dispute. Either Party, if not in agreement with such representative's decision, may proceed to resolve such dispute in accordance with Clause 42.2, within thirty (30) days of such decision.
- 42.2 All disputes arising hereunder and remaining unresolved in terms of Clause 42.1, shall be referred to the courts at Ahmedabad, Gujarat, India and such courts shall have exclusive jurisdiction on all matters arising out of or relating to the SO Documents.
- 42.3 Notwithstanding reference of any dispute to the Employer's representative or to the courts, the Parties shall continue to perform their respective obligations under the SO Documents, unless otherwise agreed by the Parties in writing. Further, each Party agrees to pay to the other Party, all such undisputed amounts due under the SO Documents, provided that such amounts due are not a subject matter of such dispute.
- 42.4 Notwithstanding anything to the contrary contained herein but subject to Clause 42.2, the Contractor acknowledges that damages may not be an adequate remedy for a breach of the SO Documents and that the Employer shall have a right to seek injunctive relief or specific performance, as a remedy for any actual or threatened breach. The Contractor agrees to the Employer seeking grant of injunctive relief to restrain any conduct or threatened conduct which is or shall be in breach of the SO Documents or specific performance to compel the Contractor to perform its obligations under the SO Documents, as a remedy for any actual or threatened breach which shall be in addition to any other remedies available to the Employer.

43. Assignment and Subcontracting

- 43.1 The Employer shall be entitled to assign the whole or any part of the SO Documents or any benefit or interest herein without the Contractor's consent. The Contractor particularly consents to the grant and creation by the Employer of a security interest in and assignment of the SO Documents and any and all of the Employer's rights, titles and interests in and under the SO Documents in favour of any lender, security agent or trustee. In furtherance of and to give effect to such security interest and assignment, the Contractor agrees to enter into such contracts, direct agreements, consents and deliver such legal opinions as are reasonably customary and as may be required by any of the lenders or their representatives.
- 43.2 The Contractor shall not be entitled to assign or subcontract any part of the SO Documents or any benefit or interest in or under the SO Documents, without the prior written approval of the Employer.
- 43.3 The Contractor shall be responsible for all acts, omissions and defaults of any Sub-Contractor, as if such acts, omissions and defaults were committed by the Contractor and any assignment or subcontracting shall not relieve the Contractor of any of its responsibilities under the SO Documents or at law.

44. Confidentiality

- 44.1 All information including, without limitation, oral and written information, disclosed by the Employer, the Employer's representative (including any experts appointed by the Employer) or Employer's personnel ("**Disclosing Party**") to the Contractor or any Person acting for and on behalf of the Contractor ("**Receiving Party**") is deemed to be confidential, restricted and proprietary to the Disclosing Party ("**Confidential Information**").
- 44.2 Except as specified in the SO Documents, the Confidential Information supplied is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with the terms and conditions of the SO Documents. The Receiving Party shall provide the same care as it provides to protect its own similar proprietary confidential information to avoid disclosure or unauthorized use of the Confidential Information. All Confidential Information shall be retained by the Receiving Party in a secure place with access limited to only such of the Receiving Party's personnel, employees or agents who need to know such Confidential Information for the purposes of completing the Scope of Work, performance

of obligations under the SO Documents and to such third parties as the Disclosing Party has consented to by prior written approval. Unless otherwise specified in writing, all Confidential Information, including all copies thereof: (a) remains the property of the Disclosing Party; (b) shall be used by the Receiving Party only for the purpose for which it was intended; and (c) shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon expiration or termination of the SO Documents. At the request of the Disclosing Party, the Receiving Party shall furnish a certificate certifying that any Confidential Information not returned to Disclosing Party has been destroyed. For the purposes hereof, Confidential Information does not include information that:

- (a) is already published or otherwise in public domain before it was communicated to the Receiving Party without any fault or negligence of the Receiving Party;
- (b) prior to disclosure, was already in the Receiving Party's legitimate possession without having been obtained directly or indirectly from the Disclosing Party;
- (c) is lawfully obtained from an independent source that had neither direct nor indirect obligation of confidentiality towards the Disclosing Party;
- (d) is independently developed by the Receiving Party, by itself or through parties who have not had, either directly or indirectly, access to or knowledge of such information; or
- (e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a government authority, provided that the Receiving Party provides the Disclosing Party with prior notice of such order or requirement for disclosure of such information.

44.3 The Contractor shall, and ensure that its personnel shall, comply with the applicable laws prohibiting insider trading and shall not, at any point in time, use the Confidential Information for the purposes of trading in the securities market, either by itself or through others.

44.4 Any document other than the SO Documents itself that contains Confidential Information, shall remain the Employer's property and all copies thereof shall be returned to the Employer upon completion of the Scope of Work.

45. Adjustments

45.1 The Contractor agrees that the Employer shall have a right to set-off payments due and payable to the Contractor against payments due and receivable from the Contractor in terms of the SO Documents. If the Employer is unable to adjust or set-off any payments due and receivable from the Contractor, the Employer shall have the right to raise a credit note on the Contractor to claim any reimbursements that may be due from the Contractor.

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

46. Anti-Bribery and Anti-Corruption

The Contractor covenants that neither the Contractor nor any of its Affiliates, Sub-Contractors, employees, agents or representatives shall make, offer or agree to give any bribe, commission, gift or inducement to: (i) any government official; (ii) any officer, employee, agent or representative of the Employer or its Affiliates; or (iii) any other Person, in relation to the obtaining or execution of the SO Documents or performance of obligations hereunder. Such an act by the Contractor or any of its Affiliates, Sub-Contractors, employees or representatives shall, in addition to any criminal liability which the Contractor may be subject to under applicable law, provide a right to the Employer to terminate: (i) the SO Documents in accordance with Clause 40.1(a); and/or (ii) any other contract that may have been entered into between the Parties. The Contractor shall also be liable for payment of any loss or damages suffered by the Employer due to any such termination, which the Employer may, at its option, deduct and/or set off from the amounts otherwise due to the Contractor under the SO Documents or any other contract or recover from the Contractor as a debt due and payable. Any dispute as to the breach by the Contractor of its obligations under this Clause shall be determined by the Employer in such manner and

on such evidence or information as available to the Employer, and the Employer's decision in this regard shall be final and conclusive.

47. Amendment

No modification of the terms of the SO Documents shall be effective unless it is in writing, is dated, expressly refers to the SO Documents and is agreed to and signed by duly authorised representatives of the Parties.

48. Constitution

The Contractor shall not alter, modify or change its constitution, without the Employer's prior written approval.

49. Language of Communication

All documents, writing and notices pertaining to and submitted in terms of the SO Documents and provided by one Party to the other shall be in the English language. If any writing or document, including any document issued or certified by any Person, is not in English, then it shall be translated into English and notarised, by the Party in possession of such writing and the English version of such writing shall govern and prevail.

50. Severability

If any provision or condition of the SO Documents is prohibited, rendered invalid or becomes unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the SO Documents.

51. Independent Contractor

The Parties acknowledge and accept that the Contractor shall act and perform its obligations under the SO Documents as an independent contractor and that the Contractor shall not be regarded as an employee, agent or partner of the Employer. The Contractor shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of the Employer.

52. Non-Solicitation

The Contractor shall not, during the Term and for a period of one (1) year thereafter, directly or indirectly offer employment to or employ/hire the employees of the Employer.

53. Waiver

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

54. Survival

Notwithstanding anything to the contrary in the SO Documents, the termination, cancellation or expiration of the SO Documents for any reason shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such termination, cancellation or expiration, as the case may be. The provisions of Clause 21 (*Insurance*), Clause 25 (*Liquidated Damages*), Clause 30 (*Defect Liability*), Clause 32 (*Representations and Warranties*), Clause 34 (*Intellectual Property Rights*), Clause 35 (*Indemnity*), Clause 36 (*Limitation of Liability*), Clause 40 (*Termination*), Clause 41 (*Governing Laws*), Clause 42 (*Settlement of Disputes*), Clause 44 (*Confidentiality*) and Clause 54 (*Survival*) shall survive termination, cancellation or expiration of the SO Documents, in addition to any other provisions that by their content are intended to survive the performance, termination, expiration or cancellation of the SO Documents.

55. Entire Agreement

The SO Documents constitute the entire agreement between the Parties with respect to the Scope of Work set out thereunder and supersedes all prior agreements, understandings, negotiations, letters of intent/award and correspondence, whether oral or written, between the Parties, with respect to the Scope of Work.

Safety Requirements

The Employer is committed to achieve its goal of 'zero' - zero fatality, zero injuries and zero excuses. In order to achieve this, every Contractor is responsible and accountable to ensure zero tolerance to any violation with respect to the safety protocols of the Employer. In the process of undertaking the Scope of Work, the Contractor shall ensure strict compliance with applicable safety standard requirements and all business specific standards or procedures as may be provided by the Employer. In the event of any inconsistency between the provisions stipulated herein and the requirements specified in any other documents provided by the Employer, the provisions stipulated herein shall prevail, to the extent of such inconsistency. Critical safety requirements which are required to be complied by the Contractor are as follows:

1. Work Permit System (PTW)

The Contractor shall be familiar with permit requirements and shall be responsible for ensuring compliance with such permit requirements. No work shall be carried out without work permits authorized by the Employer unless exempted at the Site. There is an integrated work permit for all non-routine activities (except work pertaining to operation and maintenance which may have SAP generated PTW) which takes care of all related safety standards. The work permit shall be issued with a validity of only one shift which can be renewed shift-wise. However, the Employer shall have the right to issue the work permit for a longer duration, based on the nature of work. Except in the cases of routine jobs, where an integrated work permit is provided, no work permit shall be issued unless the Contractor has a written job safety analysis (JSA) approved by the Employer, preferably in the local language prevalent at the Site. All the non-routine work (except work pertaining to operation and maintenance) performed after 10pm shall require a separate 'night work permit' to be issued by the Employer and the same has to be procured and acknowledged by the Contractor. For avoidance of doubt, it is clarified that when night work is required a period of 'overlap' shall be scheduled such that the day and night engineers can discuss the work and align themselves on the Work to be performed under such night work permit. For Sunday and holidays, separate work permit shall be required which shall be authorized by the Employer's concerned line manager and/or safety officer.

2. Work at Height (W@H)

- 2.1. The Contractor shall have a written plan for W@H, in addition to the relevant certificate(s), certifying the right to W@H. Such plan shall ensure that:
 - (a) Height works above one point eight (1.8) metres have safe access, egress, and safe platform. Otherwise people shall be secured through use of full body harness with double lanyard including shock absorber and sufficient strengthened lifeline support.
 - (b) Working platform shall have handrail, mid rail and toe board. Certified horizontal lifeline shall be used, preferably 8mm wire rope.
 - (c) Working at more than five (5) metres (e.g. transmission tower, truck covering etc.), or requiring different body posture even at lesser height shall require "Fall Arrestor" (for vertical movement).
 - (d) Falling objects safety net shall be installed to arrest such objects.
 - (e) Step ladder / platform should be used if any personnel intends to work at height. Use of empty drums to climb up is banned. People taking tools for working at height shall have tool kits to facilitate three (3) point contact during access and egress.
 - (f) Employer's floor-hole cover policy shall be complied with and hole covers shall be fabricated as per such policy and design.
- 2.2. All the personnel involved in designing fall prevention measures or fall protection measures shall be subject to formal competency checks by the Contractor, prior to the personnel commencing the assigned work, to ensure that such personnel have the necessary training, experience and qualification to perform the assigned work. The Contractor shall also have a rescue plan in writing, which provides for, *inter alia*, the manner and mechanism in which all persons at the Site, including people working at a height, are to be rescued.

3. Scaffolds

Contractor shall ensure compliance with standard practices for all scaffold related activities. Some of them are:

- (a) Every scaffold and its support shall be of good construction and be of suitable and sound material and strength. Use of wood and bamboo scaffolds are banned.
- (b) All elevated structures/ working platform areas should be guarded on all sides with railings and toe board as described.
- (c) Scaffolds shall be designed to support at least four (4) times the anticipated weight of men and material. It shall have standard inclined ladder / staircase for access and egress.

- (d) Landing platform shall be provided at every nine (9) meters of height. Extra support can be taken from existing nearby structure. Maintain a safe distance from power lines.
- (e) Fall protection when erecting, dismantling, modifying scaffolds shall be under the direction of a competent person.
- (f) Scaffold shall be designed, erected, and certified for use by competent persons. Ready for use scaffolding shall be tagged with green board while other scaffolding shall be tagged with red tag and shall not be used pending certification.

4. Portable Ladders

4.1. The Contractor shall ensure that:

- (a) only commercially available and approved ladders of metal / aluminium / fibreglass are allowed to be used.
- (b) metal ladders shall not be used by persons performing electric welding or working near energized electric lines or services, unless otherwise approved in writing by the Employer for a specific job.
- (c) painted ladders are not permitted.
- (d) all ladders shall be inspected by a qualified person or inspection agency as per the statutory requirements or requirements of the Employer.
- (e) bends, dents, cracks, loose or missing rivets, disconnected braces, condition of steps and corrosion seriously weaken a ladder. Destroy or repair any defective ladders immediately in accordance with manufacturers' recommendations

5. Barricades and Signs

- 5.1. The Contractor shall furnish, erect and dismantle all barricades as required for indicating (warning) and protecting from hazards such as excavated area, opening of a platform, crane swing area, fabrication yard, overhead work, to carry out work on road and such other locations. Protective barricades shall be made of sheet metal or 40 NB pipe, painted with yellow and black stripes or red and white stripes, with caution signage on it and strong enough, to resist a force of one hundred (100) kilograms, for excavated pit more than one (1) metre depth. For warning, indicative barricades can be made of fluorescent tape, cable and ropes with signs affixed. No excavated pit shall be left unprotected or without signs indicating caution during the job till backfilling is completed. Caution tape shall be used to highlight hazards to other personnel that may need to access the area.
- 5.2. Any barricade must be at least one point five (1.5) meters from the edge of the excavation or opening. No overburden soil, or vehicle movement shall be allowed within one point five (1.5) m of an excavated pit.
- 5.3. Barricades, in areas with night traffic by vehicles or people, must be lit with warning flashers (red or yellow) every fifty (50) meters and there shall be caution boards and warning flags.

6. Confined Space (CS)

The Contractor shall:

- (a) confirm with site engineer about working in confined spaces and follow Site specific confined space entry procedure if any.
- (b) prepare safe entry procedure and obtain entry and work permits.
- (c) provide on the job training to persons entering into confined spaces and have stand-by person and rescue team for any incidents.
- (d) ensure proper ventilation (forced or exhaust), illumination using 24 V power supply
- (e) carry out checks for presence of toxic/ flammable gases, monitor the oxygen content in confined spaces and ensure availability of communication media between stand-by confined spaces attendant and people inside confined spaces
- (f) ensure availability of self-contained breathing apparatus or equivalent and use of all relevant personal protective equipment as per JSA and PTW.
- (g) ensure that all persons exit from the confined space upon completion of the work. To ensure such exit, head count of the men entering and exiting such confined spaces shall be performed and a record maintained in a register.

7. Excavation

- 7.1. Before an excavation begins, the Contractor shall verify Site specific conditions such as traffic, vibrations, proximity of structures, soil, surface water and groundwater, chemical contamination of water, water table, overhead and underground utilities along with Site map, weather condition etc.

7.2. Minimal precautions required are:

- (a) provision of high visibility jacket for persons exposed to traffic.
- (b) remove or stabilize all surface impediments including by way of removal of loose rock or soil that could fall and create hazards to persons.
- (c) erect either warning barricades (with depth of less than one (1) metres) or rigid, protective barricades (with depth of more than one (1) metre) to avoid leaving an excavation hazard unprotected. However, a spoil pile at least one point five (1.5) meter high can be used as a barricade on one side of the excavation.
- (d) keep spoil dirt and any material or equipment that may fall into an excavation at least one point five (1.5) meter from the edge.
- (e) Excavated pits deeper than one point five (1.5) meters will have a maximum height of vertical wall of one point five (1.5) meters with sloped edges at forty-five degrees (45°).
- (f) protect, support, or remove underground installations (e.g., electrical ducts, water lines, sewer lines, or fire lines).
- (g) prohibit personnel from working or passing under the loads of lifting or digging equipment inside the pit.
- (h) provide support systems such as shoring, bracing, or underpinning to ensure the stability of adjoining buildings, walls or structures, particularly if depth is more than one (1) metre. In such cases, confined space entry shall be obtained and safe access / egress path shall be provided.
- (i) that no worker shall be allowed to work alone in a trench at any time.

8. Hot Job

- 8.1. The Contractor shall obtain and adhere to written work permit while carrying out any hot work involving welding, cutting, brazing, polishing or heating a metal drum, barrel, or tank. Sealed container, cylinder etc. must not be welded or gas cut in any case.
- 8.2. All operators involved in hot work shall be trained on the hazard and risk control measures as per JSA and should be qualified. Flammable source must be removed or protected from heat using fire retardant mat(s). There shall be flash back arrester both at cylinder and torch, precaution related to gas cylinder safety shall be adhered to and welding machine shall be certified by Employer's electrical engineer for suitability and integrity. The Contractor shall not use AC transformer type welding machine and only generator / rectifier type machine shall be used. Electrical DB supply must be fitted with ELCB/RCCB set for thirty milli-ampere (30mA). Spatters generated from hot work must be arrested and the area shall be barricaded if hot work is performed at height. The Contractor shall ensure availability and use of recommended PPEs as outlined in the JSA and PTW. A trained fire watcher must be placed for all critical hot work. Job and machine grounding must be ensured. In case of hot job in Confined Space, atmospheric test must be carried out by an authorized person.
- 8.3. The Contractor shall provide fire extinguisher during hot work which shall be periodically inspected and checked for the purposes of being fit to use.

9. Electrical installation

The Contractor shall ensure that:

- (a) any temporary power distribution system including the source shall be designed and approved by Employer's electrical engineer.
- (b) all cables overhead should be more than two point five (2.5) metres on insulated or wooden support and no temporary cable shall be laid over the ground.
- (c) all electrical installations, distribution box and welding machines should be prominently marked for identifications with hazard signs and following information shall be provided: identification number, name of the Contractor/Subcontractor, source of incoming /outgoing power and danger sign in case of 440V DB.
- (d) power supply points are of adequate capacity, provided with proper switch and fuse arrangement and installed at strategic locations.
- (e) panel rooms/ distribution box pathways are clear and free from any obstructions.
- (f) while working near the live electrical conductors, arc flash suit of sufficient rating, as per JSA and PTW, shall be used.
- (g) temporary electrical installations must meet the same electrical code requirements as permanent installation, i.e. proper earthing, glands and seals at electrical boxes and cable repairs equal to the original cable insulation.

- (h) Earth Leakage Circuit Breaker (ELCB) or Residual Current Circuit Breaker (RCCB): earth protection for personnel on the Sites shall be provided by a thirty milli-ampere (30mA) ELCB/RCCB. It should not be replaced by MCB.
- (i) the Electricity Rules, 2005 and safety requirements specified under the applicable regulations issued by the Central Electricity Authority are complied with and the following are adhered to:
 - (i) engage a wire-man and technician or engineer (license holder) to work on all electrical installations;
 - (ii) ensure that only industrial type plug and sockets are used and proper earth is provided on electrical installations;
 - (iii) electrical distribution boxes are installed on mountings at predetermined locations with its nomenclature;
 - (iv) rain protections are provided on electrical installations and DBs;
 - (v) only three core double insulated cables are used for any temporary wiring or portable/ hand held tools or lightings;
 - (vi) use authorized cable jointers / connectors to join the cables;
 - (vii) handles/ body of portable electrical tools shall be of rubber or insulating material; and
 - (viii) electrical system shall be handled by a competent and authorized person for the voltage as per authorization and in line with the applicable statutory requirements.

10. Portable Tools and Equipment

- 10.1. The Contractor shall ensure that tools and equipment requiring a formal periodic inspection must be tagged, marked, labelled, tested, certified and calibrated (as applicable) to indicate that the formal inspection has been performed. All formal inspections must have inspection records. The Contractor shall be required to ensure use of all certified, adequately insulated, tested, checked and quality manufactured tools and tackles including cutting, brazing, welding, cutting torch, rock breaker, driller, lifting gear etc.
- 10.2. Any tools and equipment found defective or in need of inspection must be tagged with a "defective" tag and returned to the appropriate person for repair or inspection. The tool or equipment must be removed from the Site until repaired or inspected. All portable grinding / grinding equipment must have adequate and valid wheel, insulation, guard cover and good quality wire. The Contractor shall ensure that cables for all power tools shall be without any cable joints and 2 Pin/3 Pin shall be used for power connection.
- 10.3. Tool bags must be used for carrying and transporting all hand tools to the workplace. Standard tool tying arrangement (lanyard) must be made for all tools so that they can be tied with the nearest anchor point while working at heights to prevent fall of tool. Also, to avoid injury due to deflection of the tool while it is applied on a job, adequate attachments like D-Ring, short lanyard or any other inbuilt tethering arrangement must be applied.

11. Hoisting/ Mobile lifting equipment

- 11.1. The Contractor's personnel are forbidden to ride on any hook, load, or headache ball. Equipment operator certifications shall be submitted to the Employer's Site team. Unauthorized lifts (including tandem lifts) are not permitted. The Employer's site engineer must be notified prior to any critical lift (a critical lift is any lift that exceeds eighty percent (80%) of the design capacity of the lifting device/or exceeds 02 tons) being carried out.
- 11.2. All lifting equipment, tools and tackles and devices shall be tested, certified and maintained to manufacturer specifications. For man lift and other industrial lifts, the Contractor shall ensure that the Contractor, prior to deployment of the lifting equipment, tools and tackles and devices at the Site, procures a certificate from third party inspection agencies as per the statutory requirements, certifying the successful testing of such lifts at Site..

12. Lifting Equipment

- 12.1. The Contractor shall ensure that different man and material lifting equipment (different cranes, winch machine, hydraulic lift, etc.), tools and tackles proposed to be used at the Sites are suitable for the job and approved for use by the site team. The Contractor shall use the Employer's site checklist of different cranes / heavy vehicle etc. before hiring or bringing any such equipment to Site for use. After that the Contractor shall use periodic and daily checklist to ensure continued suitability. These equipment and tools should have all valid legal documents and maintenance record available with them. The operator shall have necessary statutory certification, training record on manufacturer's training and refresher training of every three (3) years with minimum experience of five (5) years in the job before coming to the Site. All cranes used at the Site must have safe load indicator, over run cut-off switch (anti-two block switch) and audio-visual alarms.
- 12.2. The safe working load, date of last testing and due date for next testing should be clearly marked on the body. Use of first-generation hydra at the Sites are banned.

- 12.3. All material lift job should have a documented plan as approved by the Site team and for any critical lifts (with weight of more than two (2) tons, as minimum normal practice but can be different as agreed by Site team) should have detail material lift plan validating soil compactness, crane placement, man and material locations, detail sling specification, angle of lift, approval and presence of competent mechanical engineer during lift. Critical lifts are normally not permitted at night at the Sites.

13. Machine Guarding

- 13.1. Contractor shall be responsible for ensure guarding of rotating machines adequately to prevent exposure of personnel.

14. LOTO

- 14.1. The Contractor's supervisor shall ensure that lock-out and tag-out is performed according to the plan and no personnel works beyond the facilities protected through lockout and danger tags.
- 14.2. All people involved directly or indirectly in the work associated with hazardous energy sources shall be involved in the control of these hazards. This involvement may include developing and / or reviewing the lockout plan, placing the locks and danger tag on isolation devices or group locks system or at least verifying the lock/tag on the equipment on which they are supposed to work. The Contractor shall ensure that its personnel will try to ensure proper isolation before allowing people to work on the equipment. After ensuring proper lock-out and tag-out, key to the lock shall be made available to the concerned supervisor or the engineer in-charge.

15. Winch Machine Safety

- 15.1. The winch machine shall be fit for the purpose in terms of its integrity, rope size, diameter and quality, brakes liners, electrical integrity, condition of isolators, double earth for motor and panels, overloading relay setting with respect to rated current of the motor, solid support in its installation –either through a concrete column or steel column. Machine shall be locked with the column with the help of wire rope or foundation bolt and shall have interlocking arrangement in case of sudden increase in speed. Total lifting process of the rope shall be done in the multiple of thirty (30) meters in case where height is more than thirty (30) meters.

16. Concreting

- 16.1. Formwork shall be in line with the current version of approved, released and accepted drawing. The Contractor shall be responsible for adherence to 'Bar Bending Schedule' and 'Concreting Plan' and shall submit and obtain approval for method statement, shuttering and staging plan including rebar spacing and chair design. Formwork shall be inspected by a competent person before pouring of concrete begins. All projected reinforcement bars shall be covered / bent when work is being carried out overhead. Any timber form work shall be carefully inspected for cracks and excessive knots before use. Tubular steel shall be inspected for rusting, dents, damaged welds etc. before it is erected. All vertical supports shall be vertically braced and cross bar support. Footings under the support shall be set on firm soil or other suitable materials which assures stability and the prop shall be of full length and not of two or three pieces joined together.
- 16.2. During pouring of concrete there should be continuous inspection of centring wedges and adjustment screws. Before removing the forms, the Contractor shall ensure that the concrete has developed sufficient strength to support itself and all loads that will be impinging on it.
- 16.3. Formwork structure shall have sufficient catwalks and other secure access for inspection.

17. Motor Vehicle

- 17.1. All motor vehicles to be used in the performance of the Scope of Work shall be strictly fit for the purpose. Following must be ensured: a valid driving license and vehicle insurance, adequate road worthiness (vehicles less than ten (10) years old for heavy vehicle and less than five (5) years for passengers vehicle, good tyre, engine condition, working front and back lights, horn and reverse horn, three (3) way mirrors, registration number clearly visible, good body condition, good brake system, fail safe brake system, retractable three (3) point seat belt, ABS and air bags for passenger vehicle). Vehicle should have periodic maintenance record as per OEM. The driver shall not be less than twenty five (25) years of age with minimum of five (5) years of driving experience with good eyesight. Drivers shall not be allowed to drive for more than twelve (12) hours. Vehicles utilised for hazardous goods transportation shall comply with all statutory obligation including approval from Chief Controller of Explosives, Transport Emergency (TREM) card and training.
- 17.2. Transportation of passengers shall only be permitted in the passenger compartment of vehicles. All the passengers and driver shall use seat belt irrespective of their sitting position and the driver shall not be driving using mobile phone or under influence of alcohol, drugs or any other narcotic or hallucinogenic substance.
- 17.3. The driver shall not exceed the posted speed limit. The speed limit on the Site for construction vehicles/ cranes is fifteen (15) km/h. Any load being dispatched from or received at the Site shall not exceed the carrying capacity of the vehicle.

- 17.4. Tractor trailers while being used for the work of the Employer shall not be used for transporting passengers unless agreed and approved by Site team. These tractors (with trailer/ tanker) shall be driven at a speed of less than twenty (20) KMPH or should have fitted speed governors, should have four (4) wheeled tanker with capacity more than two thousand (2000) litres. The tractor trolley connector pin (coupling) should be either auto-disconnector type or three sixty-degree (360°) rotation type.
- 17.5. Any mobile equipment like tanker/bowser deployed for material handling of fly ash or any other material shall comply to the minimum mandatory requirements as given below;
- (a) Well-engineered working platform, railings, and fixed stairs with standard material for safe access to the top.
 - (b) All piping connections, valves at the loading/unloading station shall be clearly identified with name or other marking system to avoid wrong unloading operation. (Colour code as per IS 2379: 1990 standard - Compressed Air up to 15kg/cm² -Sky Blue)
 - (c) Any open-end pipes or hoses shall be capped, flanged, or plugged. Hoses shall be stored in a safe secure location. Transfer hoses shall be inspected for physical damage/deterioration before each use and should be hydrostatically or pneumatically tested annually at a test pressure (the recommended test pressure is 1.5 times the maximum working pressure). Compressor shall be fitted with high pressure control (doser) valve and safety relief valve.
 - (d) All tankers must be tested by competent person for;
 - (i) External examination - frequency once in six months
 - (ii) Hydraulic test (1.5 times working pressure) - frequency once in year
 - (iii) Shell ultrasonic test (>10 % deviation from tanker design thickness is not allowed)- frequency once in two year. Generally, shell thickness varies from 3 to 5 mm.
 - (e) For tanker/bowser loading and unloading operations, site working procedures must be followed to adhere to the working pressure requirements, use of pressure control valve and safety relief valve, etc.

17.6. Securing of Heavy Loads during Transportation:

While transporting heavy loads e.g., HR steel coils, other heavy machineries and equipment's, etc. the same needs to be adequately anchored and tied over any open trailer/ inside iron containers as deemed fit for the purpose in order to maintain adequate stability of the loads over the trailers/ inside the containers so as to avoid movement of loads in the event of jerks due to sudden acceleration or braking due to poor road conditions. Also, during loading of containers on trailer beds, containers must be locked on all ends as per arrangements provided at the trailer bed or by other possible means. Loaded trucks/ trailers which are not complying to the above requirements shall not be permitted to enter Employer's Site.

18. Heavy Earth Moving Equipment (HEME)

- 18.1. All HEME supplied or used at the Sites shall have all mandatory attributes for safe operation including rollover protection structure (ROPS), fall-over protection structure (FOPS), reverse and side camera, automatic reverse alarm, fire extinguisher, functional wipers, heating and air conditioning vent as applicable, illumination lamp etc. For enhancing the stability of truck tippers and prevent overturning, toppling or collision cases, it is mandatorily recommended to fix the following equipment's on any tipper used for Employer's Site.
- (a) Tipping Inclinator/ Tilt Sensor/ Tilt Switch;
 - (b) Body Raised Warning System (BRWS) [Sound Alarm with Warning Lights]; and
 - (c) Load Indicator/ Payload Meter.
- 18.2. All HEME vehicles shall only be operated by a trained, competent, and certified Driver/ Operator who is authorized by Employer. Drivers/ Operators must be adequately trained in defensive driving techniques to get acclimatized with the hazards/risks to ensure that vehicles are kept away from over-head power line, not allowing anybody within 10 m radius from the vehicle etc. Driver shall be required to stop engine and come-out from cabin for any discussion. Wearing all PPEs, movement against edge from trenches / excavated area, parking the vehicle with all levers in locked condition and daily and periodic inspection by the operator shall be mandatory and should be trained accordingly.

19. Concrete Vibrators

- 19.1. Vibrating unit shall be completely enclosed and belt transmitting the power to the unit adequately guarded. Electrically operated compactor vibrators shall be totally enclosed and be protected against overloads by suitable overload relays and shall be effectively earthed. Sufficient length of cable to the vibrator shall be ensured. Needle load shall be firmly locked while inserting in the vibrator and inner core shall be adequately lubricated.

20. Concrete Mixers

- 20.1. All gears, chains and rollers of concrete mixer should be adequately guarded to prevent damage / danger.
- 20.2. Concrete mixer hopper shall be protected by side railing to prevent workers from passing under them and operators shall make sure before lowering the skip bucket that no one is there. Hopper hoist, wire rope and anchoring brake, skip hoist clutch, must be checked for its condition and adjusted periodically. Nothing should be kept inside the motor enclosure.
- 20.3. The Operator shall ensure that motor fan guard is secured firmly, wiring is properly connected and insulated and double earthing is done for electric mixers.

21. Access Control Security System

The Contractor shall be responsible to provide valid identity card as approved by the Employer's site team to its personnel. This should indicate basic detail about the Contractor's personnel. These should be issued only when the Contractor's personnel have attended safety orientation / induction and passed health screening.

22. Personnel Access, Vehicle and Material/Equipment Movement Control

- 22.1. All personnel, vehicles and materials moving in and out of the Site shall move only through the designated security check points.
- 22.2. All personnel must register their ingress and egress by going through the security checkpoint to ensure that they are accounted for.
- 22.3. Materials/equipment moving in and out of the Site shall be accompanied by approved gate pass.
- 22.4. All personnel bringing their property such as personal computers, tools, equipment and samples must declare at the security check points using the Material/Equipment Gate Pass before entering the Site.
- 22.5. Approval will be required from the authorized signatories before bringing out any personal property from the Site which was not previously declared at the security checkpoints.

23. Education and Training

- 23.1. All Contractors, and Subcontractors are required to attend Site safety orientation/induction training, prior to entry to the Site.
- 23.2. The information provided during the orientation shall include:
 - (a) Job rules, personal safety and conduct;
 - (b) Adani Life Saving Safety Rules, hazards reporting;
 - (c) reporting of injuries/pre-existing conditions; emergency procedures;
 - (d) working with chemicals;
 - (e) fire-fighting;
 - (f) safety activities and program including disciplinary measure and incentives; and
 - (g) JSA and PTW as outlined above.
- 23.3. Site and job specific training shall be imparted as per the Specifications.

24. Appointment of Safety Resources, Supervisors and Safety Stewards

- 24.1. The Contractor shall appoint necessary and agreed competent safety resources for the job. The Contractor shall ensure availability of one safety supervisor in case of up to one hundred (100) deployed personnel and an additional safety supervisor for personnel numbering between one hundred (100) and two hundred (200). However, if deployed personnel are more than two hundred (200), then a minimum of one safety officer is required to be deployed and for every additional one hundred (100) personnel, an additional safety supervisor shall be required. The Contractor should also deploy trained safety stewards at the rate of one for every fifty (50) personnel for ensuring safety vigilance.

25. Supervisor's Role in Worker's Orientation

- 25.1. The attitude of personnel toward accident prevention depends a great deal upon the attitude of the supervisor and therefore the following action steps shall be taken as a part of the supervisor's orientation of a new worker:
 - (a) Ask about last job and describe the new job;
 - (b) Show worker around work area;
 - (c) point out hazards;

- (d) introduce worker to others and describe basic rules;
- (e) procure history of previous training and provide understanding on JSA;
- (f) Give worker a test run on tools and equipment;
- (g) monitor new personnel's safety, health and environmental performance;
- (h) provide coaching where necessary; and
- (i) check back to see how the worker is progressing.

25.2. The Contractor shall establish systems to check competency of skilled worker / supervisors.

26. Pre-Employment Site Personnel

Contractor shall ensure appointment of personnel for the Site (engineers/ supervisor/ and skilled/ semiskilled/ unskilled tradesmen) based on such personnel's previous performance and background. The said personnel shall possess the desired licenses issued by the governmental authorities or competent person; electrician wireman, driving (LMV/HMV), equipment operators, radiography, sand blasting or any other as per statutory requirement.

27. Pre- Employment Medical check up

27.1. The Contractor shall carry out a pre-employment medical check-up for all its personnel and shall be able to produce the certificate of fitness to the Employer prior to the deployment of such personnel at Site. The Contractor shall also organize periodical medical check-up (six monthly) for the following category persons:

- (a) drivers and equipment operator: check for vision and hearing.
- (b) height workers: check for vision, hearing, vertigo and acrophobia.
- (c) dangerous substances handlers: effect of chemicals and substances.

28. Personal Protective Equipment (PPEs) Protocol

28.1. The Contractor shall ensure availability and use of suitable quality personal protective equipment to its personnel. Use of safety helmets, safety shoes, high visibility jackets and safety eye wear shall be mandatory. Based on the job requirement, other PPEs like gum-boot, electrically insulated hand gloves, electrical safety shoes, respiratory mask for dust nuisance or other chemical fumes protection, hand gloves or leather hand gloves, full body harness with lifeline support, retractable fall arrester, safety net, PVC suit, arc flash suit, cotton blue dress, flame retardant cloths, welder's masks with suitable screen numbered visor, gas cutter goggles, runner etc., shall be used as indicated in Work Permit and Job Safety Analysis.

28.2. All the PPEs used by the personnel shall, at all times, be in accordance with at least one of the following internationally recognized standards: (i) ANSI; (ii) ISO; (iii) BS; (iv) IS or (v) EU. The Contractor shall take prior approval of the Employer, for any deviation in the PPE standards proposed to be used for the performance of the Scope of Work.

29. Working Over or Near to Water Bodies

29.1. The Contractor shall comply with Employer's standard requirement on working over or near to water bodies including medical suitability, necessary statutory certification, use of life jacket, involving skilled team, rescue system in case person falls in the water and use of insulated powered tools.

30. Pre-Startup Safety Reviews (PSSR)

30.1. PSSR is a process to validate whether: (i) the construction and equipment installed are in accordance with design specifications, (ii) the risks associated with operation of the plant has been identified, studied and discussed, (iii) the preventive and corrective actions have been completed, and (iv) any emergency actions which can be required, has been understood, documented and that the plant / facility is complete in all safety aspects, before the start-up of the facility. The Contractor shall be responsible to re-work based on the findings coming out of the PSSR.

31. Notice Boards/ Caution Boards/ Safety Awareness Boards

31.1. There must be a safety board which must contain following items:- manpower numbers; date of last incident occurred; total number of injuries, incidences and near-miss case reporting; million man-hours injury free recorded; and details of contact persons in case of emergency, 'Current Severity Index', and numbers of 4s and 5s severity unsafe acts and conditions.

31.2. The Contractor shall also display a Site layout, indicating the project manager's details, Contractor's details, job details, date of start and expected end date of job, path-way, first-aid post, drinking water, change room, toilet, entry and exit point, parking etc. A general background colour coding of different messages are: **blue – mandatory, red - prohibited, yellow - danger, green - safe condition.**

32. Safety Awareness Campaign/ Program

32.1. The Contractors are encouraged to organize safety promotional programs in support of the Employer's program. The Employer's team at Site shall provide the appropriate emergency rescue, first aid and medical staff, facilities and procedures necessary to respond to anticipated onsite emergencies.

33. Medical/First Aid Treatment

33.1. The Contractor shall maintain first aid box and/or medical centre as per statutory requirement and shall have a tie-up with nearby good specialty hospital to manage medical emergencies. A medical attendant shall administer first-aid care to injured personnel using established standards of practice, or as directed by the local consulting physician. When an injury occurs at the Site and requires treatment beyond the limits of the medical attendant, the Contractor shall ensure that such personnel is transported to the nearest hospital.

33.2. If the Employer has a first-aid centre and other similar facilities at the Site, the Employer may, at its option, make available such facilities for the treatment of the Contractor's personnel, who have been injured or have become ill while being engaged in the performance of the Scope of Work.

34. Accident Investigation and Reporting

34.1. The Employer's policy requires that all incidents and environmental releases, regardless of severity, are reported immediately to the Employer's project manager and safety manager first by verbal and then by a written "preliminary" First Incident Report (FIR). Subsequently, a joint written investigation should be conducted by incident investigation team, with an initial report issued in writing within twenty-four (24) hours, even where no injuries occur. The Employer's team shall record these incidents online at the Adani Gensuite or such other platform designate by the Employer.

34.2. Where the actual or potential severity of the incident or behaviour is significant or occurs frequently, the Project Head shall appoint a committee to investigate, the accident/incident, verifying the information and complete a root cause analysis. All corrective actions shall be carried out, monitored by the project/construction SHE Department and initialled/dated on the original report.

35. Contractor Inspections and Audits

35.1. The Contractor/Subcontractors' supervisors are responsible for ensuring that regular inspections are made of work areas / activities. Project safety managers or their designates shall regularly audit project facilities and report deviations to Employer. This audit shall also involve the 'Safety Risk Field Audit' (SRFA) based on the severity index.

36. Contractor Safety Assurance Audit

36.1. Copies of the 'Weekly Safety Risk Field Audits' (SRFA) and inspection reports shall be forwarded to the respective project manager and to Contractor's site management for corrective actions. The respective Contractor site management must take immediate corrective actions as may be required.

37. Daily/Periodic Safety Inspection

37.1. The Contractor and Site supervisors shall conduct routine periodic safety inspections and monitoring. Inspections shall make note of; hazardous material, unsafe acts/conditions observations and corrections, equipment, rigging, electrical, scaffolding, ladder inspections, etc.

38. Safe-Work Practice Assessments

38.1. The project safety managers shall conduct periodic assessments of compliance with site safety practices and procedures to ensure that such site safety practices and procedures are effective and are being followed.

39. Fire Prevention and Protection

39.1. Fire prevention policies of the Employer require prevention and mitigation training on fire emergency, segregated storage area for flammable and combustible material, safety in welding and burning operation, high risk welding operations, etc. and shall be complied with by the Contractor.

40. Hazard Communication

40.1. The Contractor shall ensure correct hazard communication to working team on - hazardous chemicals and their safety data sheets, precautions while handling and storage of gas cylinder, performing hot job, entering and working in confined space, working in an excavated pit, identify and correct use of quality personal protective equipment, high noise and vibration. These communications should be carried out through verbal, written, JSA, Work Permit, training, tool box talk, symbol display, practical display and mock demonstration.

41. Housekeeping Guidelines

41.1. The Contractors shall be responsible for maintaining very high standard of housekeeping including clearly defined walkways and stairways, keeping clean unobstructed pathway free of tripping hazards, prohibit storage of materials and

equipment in aisles or under stairways, posting signs or barricades to warn tripping or slipping hazards, maintaining adequate lighting, having well-marked first aid/assembly points and not allowing loose material at height (placing them in cage/box).

(a) Storage Areas

The Contractor shall clearly identify purpose of area and define boundary by barricades, provide adequate size as per provision and discourage excess material and equipment. All material shall be stored in a neat, safe and orderly fashion with proper labelling.

(b) Trash removal plan

All Contractors shall ensure that trash is removed, accumulated and dumped at the designated disposal area on a daily basis. Collected trash and bins shall be cleared once a week to identified dumping area. No trash shall be thrown from height and shall be handled through a chute. As a best practice, the Employer appreciates the concept of "generator should be the cleaner".

(c) Rest Rooms and Drinking Water

The Contractor shall ensure availability of toilet facility and drinking water for their personnel in a hygienic manner as per the statutory requirements. These facilities should be separate for all genders. If the Employer has developed such facilities at the Site, the Employer may, at its option, make available such facilities to the Contractor's personnel.

42. Governance System

42.1. The Contractor shall be responsible for constituting a site level safety committee involving management and workmen under chairmanship of the Contractor's site in-charge and shall review safety performance including leading (training, severity index, reported UA/UC/NM cases) and lagging indicators (FAC, MTC, RWC, 'Lost Time Injuries', 'High Potential Incidences' etc.) on a weekly basis. The committee shall be responsible for submitting safety related MIS to the concerned site in-charge.

43. Emergency Response Plan

43.1. The Contractor shall prepare an emergency plan in line with foreseen emergency situation and shall be communicated to its staff as part of training. The preparedness should be checked for its effectiveness by conducting mock-drill. The emergency plan shall be approved by the Site In-charge.

43.2. An emergency rescue plan along with adequately trained team must be in place while working at height, working in confined spaces, hot job etc. The Contractor shall submit such emergency rescue plan to the Employer for inclusion in the site-specific emergency response procedure.

44. General

44.1. The Contractor shall provide proper illumination at the work location as per the statutory requirements and/or the requirements of the Employer.

44.2. The Contractor shall coordinate and procure requisite approvals from the statutory authorities prior to any blasting work that is to be executed at the Site.

44.3. Labour Camp (if applicable): The Contractor shall, and shall procure that its personnel shall, ensure compliance with the requirements pertaining to health and sanitation, including requirement of maintaining hygiene on Site. The Contractor shall be responsible to comply with all the statutory EHS requirements inside the labour camp.

45. Reward and Damages for Safety Violations

45.1. In case of any violation by the Contractor with respect to the safety requirements specified herein, the Employer can levy the following liquidated damages:

- (a) Violation with respect to lack of valid gate-pass, basic PPEs and/or other traffic violations: Indian Rupees One Thousand Only (INR 1000) per violation.
- (b) Violation with respect to work at height, electrical, confined space entry, excavation, hot jobs, barricading, heavy motor vehicle, crane: Indian Rupees Five Thousand Only (INR 5000) per violation with a ceiling of Indian Rupees One Lakh Only (INR 1,00,000) per contract exceeding which the Employer can terminate the Contract.
- (c) Fatal accident: Indian Rupees Fifteen Lakhs Only (INR 15,00,000) or five percent (5%) of the SO Price, whichever is less, for the first fatality and Indian Rupees Twenty Lakhs Only (INR 20,00,000) or five percent (5%) of the SO Price, whichever is less, for the second fatality. For any further fatalities, the Employer may at its discretion levy appropriate damages or may choose to terminate the SO Documents/SO at the risk and cost of the Contractor.

- (d) Lost time injury (on 24 hours basis) or non-reporting of incidents: Indian Rupees Fifty Thousand Only (INR 50,000) for each lost time injury or incident not reported.
 - (e) Serious (grievous) injury, such as loss of limb or a loss of more than twenty one (21) man-days: Indian Rupees Five Lakhs (INR 5,00,000) or five percent (5%) of the SO Price, whichever is less, for the first grievously injured person; and Indian Rupees Seven Lakhs (INR 7,00,000) or five percent (5%) of the SO Price, whichever is less, for every subsequent grievously injured person. For the purpose of levying these damages, "grievous injury" shall have the meaning ascribed to the term in the Employee's Compensation Act, 1923.
 - (f) Dangerous occurrences: Indian Rupees One Lakh (INR 1,00,000) or five percent (5%) of the SO Price, whichever is less, for the first violation and Indian Rupees Two Lakh (INR 2,00,000) or five percent (5%) of the SO Price, whichever is less, for subsequent violations.
 - (g) Procedural violation, including absence of method statement, staging and shuttering plan, concreting plan, erection/dismantling plan or non-compliance with any statutory requirement: Indian Rupees Fifty Thousand (INR 50,000) or zero-point zero five percent (0.05%) of the SO Price.
 - (h) Any incident involving injury to a member of the public: Indian Rupees Fifty Thousand (INR 50,000) or five percent (5%) of the SO Price, whichever is less for first violation and Indian Rupees One Lakh (INR 1,00,000) or five percent (5%) of the SO Price, whichever is less, for subsequent violations.
- 45.2. There will be a reward system for reporting and correcting UA/UC/NM cases, achievement of targeted severity index and excellent contribution in maintaining safety and housekeeping.

Human Resources and Industrial Relations Requirements

During the performance of the Scope of Work by the Contractor under the SO Documents, the Contractor shall ensure strict compliance with applicable laws relating to human resources and industrial relations and any additional requirements that may be provided by the Employer in this respect. The Contractor shall also abide by the laws that are applicable in the particular State in which the Scope of Work is being performed, including the State in which the Site or the Project is located. In the event of any inconsistency between the requirements specified herein in this document and in the other documents provided by the Employer, the terms provided herein shall prevail to the extent of such inconsistency. The critical requirements pertaining to human resources and industrial relations which are to be complied by Contractor include:

1. Prior to commencement of mobilisation at the Site for performance of the Scope of Work, the Contractor shall appoint a competent and experienced person to serve as the designated supervisor of its personnel, manpower and labourers and shall inform the same to the Employer or the Employer's Representative, in writing. Such supervisor shall directly report to the Employer's Representative.
2. The Employer has the right to conduct regular meetings between the Contractor and the Employer, at the Site or at any other location as may be notified by the Employer, to develop a common understanding and to ensure smooth performance of the Contractor's obligations in respect of the Scope of Work. The Contractor shall ensure that its representative(s) and supervisor(s) attend such meetings.
3. The Employer shall, at its option, provide formal training courses to the designated personnel of the Contractor, including the supervisor(s). The Contractor shall ensure that the Contractor and its personnel attend all such training courses held by the Employer.
4. The Contractor shall not confiscate or withhold any valuable items of its personnel, including their identity documents, travel documents, work permits or any such personal documents of the personnel.
5. The Contractor shall have valid registration numbers and/or code numbers, necessary to provide social security benefits to its personnel, including provident fund, employee state insurance and other analogous social security benefits, to its personnel, as required under the Applicable Laws. The Contractor shall also obtain all requisite licenses from the relevant Government Authority(ies) as required under the Applicable Laws, to perform the Scope of Work. The Contractor shall submit all such licenses, registration numbers or code numbers to the Employer, before entering the Site for performance of the Scope of Work. In the event the Contractor fails to procure and/or submit such licenses, registration numbers or code numbers to the Employer, then the Employer shall have the right to deny access to the Site, to the Contractor and its personnel, till the time such licenses, registration numbers or code numbers are correctly procured by the Contractor. Any resultant delay in performance of the Scope of Work and consequent levy of fines by a statutory authority or liquidated damages by the Employer due to such delay shall be to the Contractor's account.
6. If the Employer is liable to pay to the Government Authority, on behalf of the Contractor, any labour or other statutory fees or charges, including contributions in respect of employee state insurance, provident fund, national pension scheme or such other social security scheme, then the Contractor shall reimburse such charges to the Employer within seven (7) days from the date the charges were due from the Employer to the Government Authority. On failure by the Contractor to reimburse such charges to the Employer within the time prescribed above, the Employer shall have the right to deduct such charges from the Running Account Bills. All such charges deducted shall also carry interest at the rate of eighteen percent (18%) per annum, on such charges, till the date such charges are reimbursed by the Contractor to the Employer.
7. The Contractor shall, in no case, pay wages to its personnel, lower than the minimum wages as prescribed under the Applicable Laws. The Contractor shall also provide to its personnel, all such benefits as prescribed under the Applicable Laws, including statutory bonus and gratuity, within the period as prescribed by the Applicable Laws or within seven (7) days from the last working day of the personnel, whichever is earlier.
8. The Contractor shall pay to its personnel, salary, wages or other amounts owed to its personnel, on time, as prescribed under the Applicable Laws. In case the Applicable Laws

do not provide for a due date for the payment of salary or wages, then the Contractor shall make all such payments before the seventh (7th) day of the conclusion of the wage period or the period of service in relation to which the payment of salary or wages is due to be paid by the Contractor.

9. The Contractor, shall not, directly or indirectly, deduct salary or wages, discontinue schemes or reduce benefits that are available to its personnel due to any liability that the Contractor may have in respect of any charges payable under the Applicable Laws. The Contractor shall, at all times, act in good faith with its personnel.
10. Further, in the event of imposition of any fine or penalty upon the Employer by any Government Authority as a result of failure by the Contractor to fulfil its obligations, as prescribed by the Applicable Laws, in respect of its personnel, including labourers, workmen, employees or any other personnel for whom the Contractor is responsible for, then the Contractor shall reimburse such impositions to the Employer, within seven (7) days from the date such charges were imposed upon the Employer.
11. The Contractor shall ensure that its personnel do not indulge in any unlawful activity at the Site, including illegal stoppage, strikes and/or violence. The Contractor shall promptly inform and consult with the Employer, in case of any incidence of such unlawful activity by the Contractor's personnel at the Site.
12. The Contractor shall ensure that its personnel follow the escalation mechanism as may be provided by the Employer, for the purposes of notifying any issues that such personnel may face while performing the Scope of Work, including any issues relating to industrial relations, violence, sabotage, espionage, injury to person, damage to the Employer's property or other problems pertaining to trade unions.
13. In case any of the requirements as mentioned in this Human Resources and Industrial Relations Requirements are violated, then in addition to deducting direct losses incurred by the Employer as a result of such violation, the Employer shall have a right to levy liquidated damages on the Contractor for an amount of Rupees fifty thousand only (Rs. 50,000/-) per violation. The Employer shall have a right to adjust and set-off such liquidated damages from any

payments that may be due and payable to the Contractor.

14. Compliance with Contract Labour Management System

The Contractor shall comply with the requirements of the workforce management solutions software, as may be prescribed by the Employer. The Contractor shall, as a part of the aforesaid compliance requirement and for the benefit of its personnel, *inter alia*:

- (i) sign up on the workforce management solutions software;
- (ii) enter in, and update regularly, in such software, the details of its personnel relating to the qualification, skill, contact number, department, shift patterns, location, bank account and universal account number;
- (iii) insert details relating to statutory requirements, including the employee state insurance, provident fund, minimum wages, labour license, employee insurance and employee's compensation;
- (iv) upload the list of holidays on such software;
- (v) provide details for training of users;
- (vi) ensure optimal labour coverage for every shift, to ensure provision of the right talent at the right place at the right time;
- (vii) record the attendance and track the time and activity of the personnel and its Sub-Contractors in such software. In this regard, the Employer reserves the right to withhold payments due to the Contractor against any Running Account Bill(s), if the Contractor's personnel does not record its attendance as per the Employer's software system for contract labour management.
- (viii) integrate the access system with such software and print passes for the visitors; and
- (ix) adhere strictly to the requirements of the Employer with respect to any management tools and software, as may be prescribed by the Employer to ensure efficient contract labour management.

TFS General Terms and Conditions

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

Definitions:

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

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

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

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

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

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

Defects Liability Period is 24 Months from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective Works during which period the CONTRACTOR shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of any defect or deficiency in the said Works carried out by the CONTRACTOR.

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

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

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

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

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

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

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

1. Execution of the Works

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

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

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

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

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

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

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

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

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

2. Scope of work:

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

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

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

c. CONTRACTOR's services shall include the following:

Execution and issue management

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

considered as part of agreed time schedule.

- Escalate site requirements to Authorized Representative/PMC.

Billing

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

Commissioning and support during commissioning

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

Maintaining site and security of material/inventory

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

3. Contract Value :

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

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

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

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

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

4. Work Schedule :

The CONTRACTOR shall complete the Works as follows:

Date of completion period	:	90 Days	from award of work order.
Date of Commencement	:	Within 3 days of Intimation	
Period of Completion of work	:	Works must be completed and handed over to the satisfaction of Company within committed deadlines as agreed in this Work Order.	

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

Defects Liability Period	:	24 Months	from the date of Virtual Completion or such extended period beyond the said months as may arise from start date of rectification of defective Works as stated in the Definition of the term 'Defects Liability Period.'
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The Scheduled dates are the maximum periods for completion of the Works as specified. However, on analysis of the detailed execution activities, to be submitted by the CONTRACTOR, the Scheduled dates may be adjusted in writing, based on mutual consent between the COMPANY and the CONTRACTOR

5. Payment Terms:

Payment Terms : (50%) of the basic invoice value of relevant item rate (along with applicable GST payable) shall be paid on material delivery at site and certification by Engineer-in-charge on pro rata basis within Thirty (30) days of certification. Adhoc amount paid shall be reconciled in the RA bill against the relevant item.
Running Account Bill: One Hundred (100%) of the Basic invoice value (along with applicable GST payable) shall be paid on a pro rata basis within Thirty

6. Measurements & Billing Process:

A – Measurements

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

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

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

B – Billing

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

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

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

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

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

4. Extra Items:

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

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

5. Retention:

Retention shall be deducted at 5% (Five Percent) of the contract value from the final bill. The retention shall be returned against the retention bank guarantee (of amount equal to retention) to be furnished by the Contractor of the amount being returned or the end of Defects Liability Period, as defined in clause 4. The retention bank guarantee shall be valid upto 24 Months from the Virtual Completion or such extended period to cover the Defect Liability period

6. Payments:

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

7. Liquidated Damages:

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

5% of the contract value for delay during Week 1

7.5% of the contract value for delay during Week 2

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

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

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

Except for following delay not attributed to the Contractor/Vendor

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

8. Reporting & Escalation Matrix:

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

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

9. Specifications:

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

10. Other contractors at Site:

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

11. Contractor's Responsibility:

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

12. Labor Law:

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

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

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

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

13. Safety Precautions:

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

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

14. Sufficiency of Offer :

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

The COMPANY shall provide the following facilities to the CONTRACTOR:

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

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

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

15. Handover to COMPANY

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

16. Copyright and confidentiality :

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

17. Indemnity

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

18. Assignment

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

19. Liens

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

20. Identification

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

21. Settlement of Disputes

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

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

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

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

23. Services during Defects Liability Period:

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

24. Warranty

The CONTRACTOR represents and warrants that:

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

25. Compliance With Laws :

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

26. Intellectual Property Indemnity

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

27. Termination

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

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

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

Activities to be undertaken by the CONTRACTOR & Material Specification

Service Quality Standards

I. Development Standards and Requirements

1 Indian Standard Codes

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

2 Statutory Agency Requirements

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

3 Applicable Laws:

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

II. Operations and maintenance standards and requirements

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

III. Miscellaneous Compliances

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

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

Annexure II

Activities to be undertaken by the Contractor

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

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

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

1. Safety Compliance

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

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

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

2. Safety Responsibilities

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

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

3. Safety Inspections

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

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

4. Indemnification

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

5. Termination for Safety Violations

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

6. Insurance

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

7. Emergency Procedures

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

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

Governing Law

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

Jurisdiction

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

Venue

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

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

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

Emergency Procedure

1. Emergency Contact Information

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

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

2. Evacuation and Safety Measures

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

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

3. Notification of Authorities

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

4. Documentation

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

5. Review and Training

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

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

6. Indemnification

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

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

Child Labor Policy

1. Introduction

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

2. Definitions

Child: A person under the age of 18 years.

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

3. Compliance with Applicable Laws

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

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

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

4. Prohibition of Child Labor

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

5. Due Diligence

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

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

6. Reporting

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

7. Consequences of Non-Compliance

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

8. Certification of Compliance

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

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

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

Safe Work Guidelines

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

GEARING UP FOR SAFETY

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

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