

# Purchase Order

## TFS GURGAON AIRPORT SERVICES PRIVATE LIMITED

Order Number : TFS GURGAON/PO/24-25/000018

<b>Supplier Detail</b> INTER CARE ENTERPRISES Supplier Code : RV242523259 [ V0000031 ]	<b>Shipped Location</b> TFS GURGAON AIRPORT SERVICES PRIVATE LIMITED TFS Delhi T1	<b>Invoice Location</b> TFS GURGAON AIRPORT SERVICES PRIVATE LIMITED TFS Delhi T1
(V0000031)	Delhi Terminal 1, Indira Gandhi International Airport, Domestic Departure SHA, Mehram Nagar, New Delhi, 110037	Delhi Terminal 1, Indira Gandhi International Airport, Domestic Departure Sha, Mehram Nagar, New Delhi, 110037  GSTIN No : 07AAKCT9336M1ZL
PAN No : AYSPS6907Q Supplier GST No : 27AYSPS6907Q1Z5 Supplier Contact No : Contact Person Name : ATTAHAR ALI Supplier Email : info.intercareenterprises@gmail.com	Cost Center Code : 91180053 Cost Center Name : DEL T1 BIRYANI CONCEPT Project ID : 0 PO Category : Capex NSO	Payment Term : •Mobilisation advance 30% against post dated cheque of equivalent amount •R.A bill-1 Further 20% upon work completion 60% post submission of invoice and joint certification post deduction of mobilisation advance •R.A bill-2 Further 20% upon 90% work completion & post submission of invoice and joint certification •Final payment 25% upon 100% work completion, within 30 days of joint work certification •Retention-5% post completion of DLP of 1 year from date of virtual completion PO Creation Date : 16/12/2024 PO Approval Date : 21/12/2024 PO Currency : INR Buyer Name : Pushpak Mahesh Shewale

Sr.No	Item Code	HSN\SAC Code	Item Name	Item Description	Pur. Grp.	Qty	UOM	Basic Rate	Dis%	Net Rate	Total Amount	IGST %	Gross Total Amount
1	Interior Work	995428	Interior Work	Interior Work	B01	1.00	NOS	736,375.00	0.00	736,375.00	736,375.00	18	868,922.50
2	Carpentary	995476	Carpentary	Carpentary	B01	1.00	NOS	615,850.00	0.00	615,850.00	615,850.00	18	726,703.00

Total Qty : 2.00

Total Basic PO Amount 1,352,225.00

Total Other Charges

IGST Amount 243,401

Grand Total PO Amount 1,595,625.50

Amount In Words : Rupees Fifteen Lakh Ninty Five Thousand Six Hundred Twenty Five And Fifty Paise Only

**Remarks :** 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.

**Standard Terms And Condition :**

**Completion / Delivery TimeLine :** 31/01/2025

**Mobilization Date :** 17/12/2024

**Defects Liability Period :** 31/07/2025

**Retention Percentage :** 5

Escalation Buyer Detail		
Name	Mobile No.	Email - ID
Pushpak	8268330691	
Stephen P.	8553338827	

**Disclaimer :**

Point 1 : 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.

Point 2 : Supplier is requested to acknowledge or decline the order within 24 hours or else it would be considered as accepted.

ItemCode : Interior Work

ItemName : Interior Work

Sr No	Item Code	Item Name	UOM	Remarks	Quantity	Supplier Rate	Amount
1	a	BOH	SFT		420.00	180.00	75,600.00
2	b	FOH	SFT		200.00	180.00	36,000.00
3	7	ITEM Window sill jamb DESCRIPTION Providing and constructing 150mm wide and 19mm thk granite Frame finish sill jamb for window as per drawings. Inclusive of making all groove chamfering rounding hole where ever required, in proper line and level in all direction, polishing finishing etc. Complete as per detail drawing, specification and as directed by PMC.  DESCRIPTION Window DRAWING NO DIMENSION 150mm W X 6300mm L	RFT		21.00	500.00	10,500.00
4	8	ITEM Sada Wall Tiles for kitchen DESCRIPTION Providing and fixing Ceramic wall tiles which includes-approved make of adhesive like bal Endura or equivalent, grey cement paste with backing coat of 1 3 cement mortar not less than 12mm thick as where ever required, joint filler of approved make and colour, as and where ever required, in proper line and level in all direction, at all height with lead and lift, polishing finishing cleaning etc as per design, drawing and directed by PMC etc. all complete. (Color - white ivory) DRAWING NO DIMENSION  Size 300x600. Rate 45per SFT Main kitchen and under counter wall tiles upto 2400mm ht	SFT		1,200.00	165.00	198,000.00
5	2	ITEM Metal Ceiling DESCRIPTION Fitting of false ceiling consisting of 20g Aluminium planks made of pre-coated ( Top Bottom ) Size 600mmx600mm tiles . False Ceiling with necessary supports , hangers etc. provided to install light fitting , fresh air grill etc. ( from Hunter Douglas or Armstrong ) DRAWING NO DIMENSION N.A	SFT		330.00	195.00	64,350.00
6	12	ITEM Varnish Paint DESCRIPTION Providing applying Three (03) coats of avrnish paint as per standard on exposed clay brick surface including removing of old paint etc. complete with final coat no brush mark to be visible after painting colour shade as specified. DRAWING NO DIMENSION	SFT		250.00	42.00	10,500.00
7		GENERAL SITE WORKS			0.00	0.00	0.00
8	2	ITEM COBA Work DESCRIPTION CINDER BLOCK COBA of Avg. thickness mentioned below; After laying of soil pipes, floor traps is completed the floor of the sunken portion shall be covered with cinder coba embedded manually with 15-20 mm wide joints in 20 mm thk. Waterproofing mortar 1 4 ( 1 cement 4 coarse sand )in layers upto the full ht. of sunken portion, having top layer of 50 mm thk waterproof mortar 1 4 ( 1 cement 4 coarse sand ) using specialized W.P. chemical, finished smooth rough with floating coat of neat cement all complete and as per specification. DRAWING NO DIMENSION			0.00	0.00	0.00
9	a	ITEM DESCRIPTION FOH (150MM) approx. DRAWING NO N.A DIMENSION N.A	SFT		200.00	145.00	29,000.00

10	3	ITEM KOTA Flooring DESCRIPTION Providing and Laying KOTA stone of 19mm thk. on avg 75 mm thk bed of 1 4 cement mortar in proper line and level including neat cement float, filling joints with neat cement slurry of appropriate colour, cleaning, curing, rubbing, complete. Scope includes laying of floor protective cover on the floor and removing of the same when directed along with supply of all necessary materials, labour, tools and tackles complete in line with the Technical Specification, Drawings and as per the direction of the Architect PMC. Including Polishing. DRAWING NO DIMENSION			0.00	0.00	0.00
		ITEM DESCRIPTION Size 550x550 Basic Rate 55 Per SFT					
11	4	ITEM Brick Wall Tile DESCRIPTION Providing and fixing Pattern wall tiles which includes-approved make of adhesive like bal Endura or equivalent, grey cement paste with backing coat of 1 3 cement mortar not less than 12mm thick as where ever required, joint filler of approved make and colour, as and where ever required, in proper line and level in all direction, at all height with lead and lift, polishing finishing cleaning etc as per design, drawing and directed by PMC etc. all complete. DRAWING NO DIMENSION N.A	SFT		60.00	400.00	24,000.00
		ITEM DESCRIPTION size - 300x300. Basic Rate 250 Per SFT					
12	6	ITEM Granite Threshold DESCRIPTION P F of Black leather finish granite threshold at the edges of the mall and outlet flooring as per design drawing DRAWING NO DIMENSION			0.00	0.00	0.00
13	b	ITEM DESCRIPTION 6 thk granite threshold DRAWING NO DIMENSION N.A	RFT		10.00	475.00	4,750.00
		Basic Rate of marble 650 per SFT					
14		STONE TILE WORKS			0.00	0.00	0.00
15	9	ITEM SS Corner Guard DESCRIPTION P F of 304 grade 3mm thick SS Corner guard (30mm x 30mm, mat finished as per approved sample) fixing with conceal tile on each corner of the kitchen s wall before cladding of tiles, so that the corner may be protected from the damages. Complete in proper line level and site engineer s instruction. DRAWING NO DIMENSION N.A	RFT		65.00	275.00	17,875.00
16		POP PAINTING WORK			0.00	0.00	0.00
17	1	ITEM POP Punning DESCRIPTION Providing and applying Plaster of Paris punning of average thickness 12-18mm to existing wall surfaces in true level and plumb complete as per design and drawing Cleaning the surface properly with sand paper, filling cracks holes with plaster of Paris. Applying lambi putty (lambi putty will be of good quality) sand papering the putty work on chamfers, etc.at any all heights. Rate include cost for making grooves up to 12mm thick if required in horizontal or vertical direction near doors, windows, skirting, floor covering, masking tape and cleaning the area all complete as per drawing, design manufactures specification. DRAWING NO DIMENSION N.A	SFT		100.00	45.00	4,500.00
18	3	ITEM Gypsum Ceiling DESCRIPTION DRAWING NO DIMENSION N.A	SFT		200.00	195.00	39,000.00

19	5	ITEM Trap Door DESCRIPTION Providing and fixing trap doors for access to the service areas. The trap door shall have an external frame made of 50mm x 50mm in good quality seasoned wood scantling on which the shutter is hinged. Shutter shall be made of 19 mm. Plywood. The exposed side Internal side shall be laminate finish. Concealed heavy duty hinges shall be used to mount the shutters and locking shall be provided with Allen key and panel locks. Sufficient number of hinges and locks shall be provided to avoid sagging of the shutter. Key also shall be supplied DRAWING NO DIMENSION Size 3 x 3 (for AC)	no.		1.00	14,750.00	14,750.00
20	b	ITEM DESCRIPTION BOH (250mm) approx DRAWING NO N.A DIMENSION N.A	SFT		420.00	195.00	81,900.00
21	a	ITEM DESCRIPTION FOH DRAWING NO DIMENSION N.A	SFT		250.00	400.00	100,000.00
22	5	ITEM Kota skirting DESCRIPTION Fixing laying of 100mm high granite for skirting with bedding of appropriate approved make adhesive colour joint filler inclusive of making all groove chamfering rounding hole where ever required, in proper line and level in all direction, polishing finishing cleaning etc. Complete as per detail drawing, specification and as directed by PMC. DRAWING NO DIMENSION N.A	RFT		150.00	115.00	17,250.00
23	7	ITEM FOH Ceiling Paint on Gypsum DESCRIPTION Providing applying three (03) coats of approved paint on gypsum ceiling including primer , filling with putty etc. complete with final coat no brush mark to be visible after painting colour shade as specified. DRAWING NO DIMENSION N.A	SFT		200.00	42.00	8,400.00
<b>Total :</b>					<b>4,077.00</b>		<b>736,375.00</b>

**ItemCode** : Carpentry

**ItemName** : Carpentry

Sr No	Item Code	Item Name	UOM	Remarks	Quantity	Supplier Rate	Amount
1	2	ITEM Front counter facia Jaali DESCRIPTION P F of laser cut MDF jaali with wooden finish duco paint having 100mm wide solid teak wood molding all around the border to fix the jali. Inside the jali LED cove provision to be done. All the visible surface of wood to be polish finish. All complete including necessary hardwares etc. DRAWING NO DIMENSION	SFT		55.00	975.00	53,625.00
2	4	ITEM FOH - Back counter high unit DESCRIPTION Providing and fixing 700mm deep storage unit ( 950mm high) made of 19mm thick fire retardent plywood and finished with 1.0mm thick laminate externally. and top of the unit to be finished with 19mm thk leather finish granite. the storage unit to have Two Door Shutter , made of 19mm thick fire retardent plywood to be provided finished with 1.0mm thick laminate internally and externally. The exposed edges of the shelves to be covered with teak wood lipping All complete including necessary hardwares, heavy duty hinges, handles, locks etc. DRAWING NO DIMENSION 300mm (L) x 700 x 1500 HT	no.		1.00	18,750.00	18,750.00

3	1	ITEM FOH - Front counter TOP and front paneling DESCRIPTION Providing and fixing 880mm deep storage unit ( 950mm high) made of 19mm thick fire retardent double plywood with aluminium framework and finished with 1.0mm thick laminate externally. and top of the unit to be finished with 19mm thk leather finish granite. the storage unit to have Two Door Shutter , made of 19mm thick fire retardent plywood to be provided finished with 1.0mm thick laminate internally and externally. The exposed edges of the shelves to be covered with teak wood lipping and the unit to have 150mm high granite skirting on both side. All complete including necessary hardwares, heavy duty hinges, handles, locks etc. DRAWING NO DIMENSION 1900mm (L) x 880x 950 HT	no.		1.00	87,500.00	87,500.00
4		ITEM DESCRIPTION c DRAWING NO DIMENSION 1000mm(L) X 300mm DH	NO S		3.00	4,400.00	13,200.00
5	9	ITEM Front Façade signage facia Jaali DESCRIPTION P F of signage bulkhead with laser cut MDF jaali with wooden finish duco paint having 50mm wide solid teak wood molding all around the border to fix the jali. Inside the jali LED cove provision to be done. All the visible surface of wood to be polish finish. All complete including necessary hardwares etc. DRAWING NO DIMENSION 5470mm x 800mm	SFT		50.00	975.00	48,750.00
6	1	ITEM Kitchen F.R. Door DESCRIPTION Providing and fixing doors. Wooden Door frame shall be Single rebate profile of size 150 x 50 mm. All doors and frames shall be finished with polyurethane aliphatic grade paint of approved colour. The door leaf and frame shall have passed minimum 250 hours of salt spray test.2Hrs Fire Rated Single leaf of size. Providing fixing in position Single Leaf Door made up of 40mm thick Inner side finished with laminate and outer side with laminate finish including providing fixing 12 mm thk Wooden lipping all around, including P F of Door frame made out of CP Teak Ash wood or equivalent with polish finish, including of 100mm X 300mm SS finish push plate and 300mm high SS kick plate. Applicable hardware s such as s s handles, floor spring and any other hardware etc required to complete the related works as per design detail. door hardware make consider Dorma Hafele Ozon equilient DRAWING NO DIMENSION 1000X 2150	NOS		1.00	62,375.00	62,375.00
7	2	ITEM Back Kitchen F.R. Service Door DESCRIPTION Providing and fixing of Hollow metal fire rated doors. Door frame shall be double rebate profile of size 143 x 57 mm made out of 1.60mm (16gauge)minimum thick galvanized steel sheet.All doors and frames shall be finished with polyurethane aliphatic grade paint of approved colour. The door leaf and frame shall have passed minimum 250 hours of salt spray test.2Hrs Fire Rated including metal door frame. Applicable hardware s such as s s handles, floor spring and any other hardware etc required to complete the related works as per design detail. Including all door hardware make consider Dorma Hafele Ozon equilient DRAWING NO DIMENSION 1200X 2400	NOS		1.00	62,400.00	62,400.00
8	5	ITEM Pick Up Window DESCRIPTION P F 12 mm thk. fire rated glass fixed window with 25 x 25mm MS BOX WINDOW FRAME powder coating finish and having a opening of 325mm x 450mm height. including and all necessary required groove, with approved make adhesive and fasteners, cutting chamfering groove rounding wherever required, at all height with lead and lift, finishing, cleaning as per design and drawing etc. all complete. DRAWING NO DIMENSION 2211mm (L) x1100 HT	SFT		27.00	2,875.00	77,625.00
9		CARPENTRY WORK			0.00	0.00	0.00

10	3	ITEM FOH - Back counter DESCRIPTION Providing and fixing 700mm deep storage unit ( 950mm high) made of 19mm thick fire retardent plywood and finished with 1.0mm thick laminate externally. and top of the unit to be finished with 19mm thk leather finish granite. the storage unit to have Two Door Shutter, made of 19mm thick fire retardent plywood to be provided finished with 1.0mm thick laminate internally and externally. The exposed edges of the shelves to be covered with teak wood lipping All complete including necessary hardwares, heavy duty hinges, handles, locks etc. DRAWING NO DIMENSION 3270mm (L) x 700 x 950 HT	no.		1.00	110,000.00	110,000.00
11	6	ITEM TV frame ply boxing DESCRIPTION Providing and fixing ply boxing made of 19mm thick fire retardent plywood to be provided finished with 1.0mm thick laminate on both sides. All complete including necessary hardwares, heavy duty hinges, handles, locks etc. DRAWING NO DIMENSION	SFT		50.00	525.00	26,250.00
12	7	ITEM Wooden Shelve DESCRIPTION 25mm thk. Plywood shelve finish with laminate DRAWING NO DIMENSION			0.00	0.00	0.00
13		ITEM DESCRIPTION a DRAWING NO DIMENSION 1105mm(L) X 300mm DH	NO S		2.00	5,250.00	10,500.00
14		ITEM DESCRIPTION b DRAWING NO DIMENSION 805mm(L) X 300mm DH	NO S		1.00	4,875.00	4,875.00
15	8	ITEM Artistic wall Paint DESCRIPTION Handmade artistic paint on brick wall (LUMPSUM - 35000 -) DRAWING NO DIMENSION	JOB		1.00	40,000.00	40,000.00
<b>Total :</b>					<b>194.00</b>		<b>615,850.00</b>

# 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 [REDACTED] 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 may be necessary for the completion of the Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in this 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 : #REF! from award of work order.

Date of Commencement	:	#REF!
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	:	#REF! from the date of Virtual Completion or such extended period beyond the said months as may arise from start date of rectification of defective Works as stated in the Definition of the term 'Defects Liability Period.'

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

## 5. Payment Terms:

#REF!

## 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 #REF! 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 #REF! 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 CONTRACTOR 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 it 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.