

Service Order No :5100001798  
 Service Order Date :23.12.2024  
 SO Release Date : . . .  
 Amendment No: 0  
 Amendment Date: 23.12.2024



## SERVICE ORDER

Vendor Name & Address: ADL COORDINATES PVT LTD ,b-76,NICE AREA, MIDC SATPUR  Nashik-422007, India  Contact Person : Aakash  Email:\`marketing@adlcoordinates.com Phone No.:7304429272	PAN:AAXCA6483D GSTIN:27AAXCA6483D1Z6 CIN:  Communication Address: Hero Wind Energy Private Limited Plot No. 201, Ground Floor,Okhla Industrial Estate,PhaseIII Phase-III New Delhi 110020 Delhi, India	Please Deliver To : SJVN Greenshoe-Wind-HWEPL ,Survey No.62/2,3,4,5,Hobli,Mudabi Taluka-Basavakalyana,Eklora,Bidar Karnataka-585437, India  Invoice To Be Billed To: SJVN Greenshoe-Wind-HWEPL ,Survey No.62/2,3,4,5,Hobli,Mudabi Taluka-Basavakalyana,Eklora,Bidar , Karnataka-585437,India PAN: GSTIN:29AADCH1677G1ZF CIN:					
Service Order No : 5100001798	Date: 23.12.2024	Vendor Code : 212292	Your Reference And Quotation: EMAIL DATED 18TH DEC 2024				
Subject :Service Order for Survey Work for Issuance of Site Coordinate and Elevation Certificate for AAI and MOD NOC for Hybrid Power Plant at Bidar Karnataka		Warranty Period : Liquidated Damages : Min%:1,00 Max%:5,00 Triggered Date: 30.07.2025	Created By :VISHAVJEET Name :VISHAVJEET BAGRI Mobile No : Land Line No : Email-ID :vishavjeet.bagri@herofutureenergies.com				
Please provide service in accordance with stipulated terms & conditions attached. Kindly send us your acknowledgement. In your invoice clearly mention the PAN, GSTIN as applicable to service given by you for this project.		Incoterm : - Part Delivery - ALLOWED Validity Start Date: 23.12.2024    Validity End Date: 31.03.2025					
S.No	Description of Service	SAC	SAC Description	Qty	UOM	Unit Price	Total Price
10	AAI and MOD clearance Item Text : Basic Price: 220.000,00 Over Tol: 0,0 Under Tol: 0,0 IGST:18,00 % 39.600,00	998311	MANAGEMENT CONSULTING AND MANAGEMENT SERVICES INCLUDING FINA	1,000	AU	220.000,00	220.000,00
1	AAI and MOD clearance Gross Price: 220.000,00			10,000	NOS	22.000,00	220.000,00
<b>Basic Value</b>						220.000,00	
<b>GST</b>						39.600,00	
<b>Grand Total:</b>						259.600,00	
<b>(Grand Total In Words): Two Lakh Fifty Nine Thousand Six Hundred Rupees Only</b>							
Terms Of Payment: All undisputed payments against this SO shall be made within 15 days of the date of the accepted tax invoice. 50% of the total contract value shall be paid upon submission of the Proforma Invoice (PI) and after the completion of the survey. 25% of the tot (Please refer clause No. 3 and 4 of General Terms and Conditions enclosed herewith)							
NOTE:The following details are essential to process your invoice for payment purpose. i) Supplier code. ii) Service order no. iii) Item no.							

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- iv) Description.
- v) Quantity.
- vi) Tax Invoice cum delivery challan should be sent along with the Consignment.

Registered Dealer also undertakes the following conditions:

- vii) GSTIN to be mentioned in Invoice.
- viii) HSN Code, if applicable.
- ix) Tax Invoice with prescribe details under the GST Invoice Rules, 2017 are pre-condition for payment.
- x) Supplier/Vendor declare that the supplier are registered under the GST Act, 2017.
- xi) Unless the GST levied on invoices by supplier does not appear on the GSTIN portal, Recipient will not make the payment of GST.
- xii) Supplier/Vendor undertake and confirm that the Supplier will deposit all taxes payable on such supplies, such as IGST, CGST, SGST/UGST as the case may be within the prescribed time limit under the Act(s).
- xiii) Supplier agrees to upload the details of such supplies in GSTIN system within such dates including reconciliation of mismatch, if any, and file valid return(s), failure to do so, for whatsoever reason, authorize the recipient to deduct the amount of taxes, penalty and interest payable for such failure, from the amount payable to the supplier or to recover the same from the supplier.

General Terms & Conditions shall follow the SCC :

Authorized Signature	Unconditionally accepted by
For :Hero Wind Energy Private Limited	ADL COORDINATES PVT LTD

Hero Wind Energy Private Limited  
Plot No. 201, Ground Floor, Okhla Industrial Estate, Phase III Phase-III New Delhi-110020  
Delhi-India

Special Conditions of contract(SCC):

Kindly Attn. Mr. Aakash Singh (Mob: +91 73044 29272)

Subject: Service Order for Survey Work for Issuance of Site Coordinate and Elevation Certificate for AAI and MOD NOC for Hybrid Power Plant at Bidar Karnataka

Dear Sir,

### 1.0 REFERENCES

1) Offer sent via email dated 18th December 2024.

### 2.0 AWARD AND SCOPE OF WORK

2.1 Hero Wind Energy Pvt Ltd (Hereinafter referred to as "Owner") is pleased to issue the Service order to M/s. ADL Coordinated Pvt Ltd ("Consultant") for the Survey Work for Issuance of Site Coordinate and Elevation Certificate for AAI and MOD NOC for Power Plant at Bidar Karnataka.

2.2 The detailed scope of work under this SO is attached as Annexure 1 to this service order.

### 3.0 CONSIDERATION

In consideration of the services to be rendered in accordance with this SO and to the satisfaction of OWNER, the following amounts shall be paid to Consultant.

3.1 In terms of the Scope of Work for conducting the scope of work mentioned in RFP, the Total Contract Price shall be INR 2,59,600/- (Indian Rupees Two Lakh Fifty Nine Thousand Six Hundred Only) (Hereinafter referred to as "Contract Price").

The Contract Price mentioned above is inclusive of all applicable Taxes and duties.

3.4 If visit is needed, safe access to all locations, necessary permissions for carrying out the proposed program are to be arranged by the OWNER only.

3.5 Charges for Travel, Boarding & Lodging and other out of pocket expenses included in the above fees.

3.6 TDS shall be deducted at government notified rates from the payment.

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3.8 Prices shall remain FIRM & FIXED without any Price Variation till the contract completion Period. The Unit Rates / amount shall be firm and not subject to any variation except for changes in taxes and duties during the execution of this SO.

### 3.9 BILLING ADDRESS

Hero Wind Energy Private Limited  
Survey No. 85/2/1, Kavithal Hobli, Manvi Taluk,  
Raichur District, Village - Toppaldoddi, Raichur,  
Karnataka, 584120  
PAN: AADCH1677G  
GSTIN: 29AADCH1677G1ZF

### 4.0 TERMS OF PAYMENT

4.1 All undisputed payments against this SO shall be made within 15 days of the date of the accepted tax invoice.  
50% of the total contract value shall be paid upon submission of the Proforma Invoice (PI) and after the completion of the survey.  
25% of the total contract value shall be paid upon successful receipt and approval of the AAI NOC.  
The remaining 25% of the total contract value shall be paid upon successful receipt and approval of the MOD NOC. Payment shall be made within 15 days from the date of receipt of invoices..  
TDS shall be deducted at government notified rates from the payment.

5.0 DOCUMENTS #Original certified invoices. ORIGINAL for Owner should be couriered at and submitted to

Mr. Vishavjeet Bagri  
HERO FUTURE ENERGIES PRIVATE LIMITED  
202, second Floor,  
Okhla Industrial Area, Phase -3  
New Delhi - 110020  
Mob: +91- 9992220862  
Email # Vishavjeet.bagri@herofutureenergies.com

### 6.0 COMMENCEMENT AND COMPLETION

Approval to be arranged within 2-3 months from the date of service order.

### 7. CONFIDENTIALITY OBLIGATION

7.1 Information relating to OWNER, its alliance partners or other network partners, which is characterized as confidential and would include inter-alia their plans, market information, information relating to financial performance, operating performance, their consultants and technologies etc., "Confidential Information".

7.2 Consultant shall use the Confidential Information only in respect of the arrangements contemplated under this SO.

7.3 For the purposes of clause 7.1 above, Consultant shall not disclose Confidential Information to any third party unless such third party has agreed to be bound by the terms and conditions of the confidentiality obligations stated in this SO, except where:  
(i) The prior written consent of the other party is obtained; or  
(ii) To the extent required by a court of competent jurisdiction, governmental agency or other regulatory body.

### 8. RELATIONSHIP

This SO does not create any joint venture, partnership, and agency or like relationship between the parties hereto. Neither party shall be entitled to make any commitment binding or non-binding, financial or otherwise, on behalf of the other, without the prior written consent of the other.

### 9. FORCE MAJEURE

9.1 For the purpose of this SO, the term Force Majeure includes only the following events or circumstances provided for and which has caused the non-performance or delay in performance.

9.1.1 Force Majeure shall include act of God, war, revolt, Nationwide/Region-wide riot, tempest, flood, earthquake, direct, indirect consequences of war (declared/undeclared), terrorism, fire (except where it is caused by the negligence of affected Party), natural calamities, national emergency, famine.

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9.1.2 Exclusions: The following shall not constitute an event of Force Majeure:

- Economic hardship;
- Local unrest
- A breach of any provision of the SO; and
- Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or wilful misconduct of the affected Party

### 9.2 Party to Notify Force Majeure Events

Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than forty eight hours (48 hrs) after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

### 9.3 Duty to Mitigate Effects of Force Majeure

A Party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this SO provided, the Party affected shall promptly notify the other Party as soon as the Force Majeure event has been removed and no longer prevents it from complying with the obligations, which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.

### 9.4 Onus on Party claiming Force Majeure

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the Parties are unable in good faith to agree that a Force Majeure event has occurred, the Parties shall submit the dispute for resolution pursuant to Clause 14 hereof provided that the burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure event.

### 9.5 Extension of Time as a Result of Force Majeure

Where a Party is prevented from exercising any rights or performing any obligations under this SO due to Force Majeure, the time for the performance of the obligations affected thereby and for performance of any obligation or the exercise of any right dependent thereon may be extended by such additional period as may be agreed between the Parties or failing SO, by resolution in accordance with Clause 14, provided it has complied with all the provisions of this clause and the event has affected the activities on the critical path of the time schedule.

### 9.6 Force Majeure Event exceeds 60 Days # Mitigation

Notwithstanding anything contained herein above, if an event of Force Majeure occurs and is likely to continue for a period in excess of Sixty (60) continuous days, the Parties shall have the right to terminate the SO.

### 9.7 Failure to Pay

Notwithstanding the existence of a Force Majeure event, the provisions of this clause shall not in any event excuse any failure to pay or delay in paying money due and owing under this SO before the time of occurrence of the Force Majeure event.

## 10. LIMITATION OF LIABILITY

10.1 In no event shall either Party be liable for any special, punitive, indirect, exemplary, incidental or consequential damages of any nature whatsoever (including loss of SO, loss of revenue or loss of production) resulting from such Party's performance, non-performance, or suspension of performance, or delay in performance of its obligations under this SO, or termination (with or without cause) of this SO, other than as expressly provided herein.

10.2 In any event, notwithstanding anything to the contrary in this SO, the total aggregate liability may be extend up to 100% of the SO Value whereas, Any losses incurred by the OWNER as a result of any fraud, misrepresentation, willful default, gross negligence, willful breach of environment laws, willful breach of other applicable laws.

## 11. SAFETY, SECURITY AND ENVIRONMENT

11.1 CONSULTANT shall comply with the HSSE (health, Safety, Security & Environment) policy of OWNER and should strictly follow and practice the control of work procedures. CONSULTANT shall further comply with the POSH (Prevention, Prohibition And Redressal Of

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Sexual Harassment Of Women At Workplace) policy of OWNER and ensure that in the event of any incident arising that involves a worker of OWNER, the concerned matter shall be swiftly brought to the notice of the OWNER Internal Complaints Committee which shall deal with the same.

11.2 CONSULTANT shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him/his subcontractor, working at the Site as per the Applicable Law (If applicable). CONSULTANT shall also be responsible for provision of all safety notices and safety equipment required by the relevant legislation. It is to be specially noted that CONSULTANT shall be fully responsible for the security of its/its sub-contractor material, equipment, tools etc. till handover.

11.3 OWNER shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work.

11.4 CONSULTANT shall follow and comply with all relevant provisions of applicable laws pertaining to the safety of workmen, safety of women in the workplace, employee's plant and equipment as applicable from time to time without any demur, protest or contest or reservation.

### 12. INSURANCE

12.1 With respect to the performance of the Works, the CONSULTANT shall, at its expense take out and maintain following insurances required during the performance of the Works. The Value of the insurance should be appropriate to cover the risk associated with your employees.

12.1.1 Workman Compensation

12.1.2 Group accidental policy

### 13. INDEMNITY

To the fullest extent permitted by Applicable Laws, the CONSULTANT shall indemnify, hold harmless and defend the OWNER, their affiliates, successors, subsidiaries, representatives, assignee, Director, agents, from and against any negligent act, error or omission arising out of any and all actions undertaken by CONSULTANT in relation to the Project and/or the performance or non-performance of the works or part thereof and/or performance/non-performance of the SO and/or an alleged breach of obligation.

### 14. DISPUTE RESOLUTION (ARBITRATION)

If at any time any dispute, difference or controversy, shall arise between the parties hereto in connection with or as a result of the provisions of this SO either party shall give notice to the other in writing of the existence of such question, dispute, difference or controversy specifying its nature and the point of issue and if the same is not amicably resolved within 45 days from the date of the notice mentioned herein above or such later periods as may be mutually agreed, then such question, dispute or difference shall be referred to Arbitration and the Arbitration proceeding shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitration proceedings shall be in English language and the venue of the proceedings shall be at New Delhi.

### 15. GOVERNING LAW AND JURISDICTION

15.1 This SO shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws, principles or rules.

15.2 This SO will be subject to the jurisdiction of the courts at New Delhi.

### 16. TERM AND TERMINATION

16.1 This SO shall remain in force and effective till the Parties have completed their respective duties and obligations under this SO, unless earlier terminated as per the provisions contained in this SO.

16.2 OWNER shall have the right to terminate this SO in the following events:

16.2.1 If there is a delay of over 30 days in performance of obligations from Delivery Timelines duly attributable to the Consultant.

16.2.2 Notwithstanding anything contained herein; upon a breach by CONSULTANT of any of their obligations and /or any of the terms of this SO, or willful misconduct, or negligence, OWNER shall have the right to immediately terminate this SO. Consultant shall be

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paid only for the works performed prior to the date of termination.

### 17. MISCELLANEOUS

17.1 In the event any clause or paragraph hereof is deemed unlawful or unenforceable, then such clause or paragraph shall be deemed removable from the SO, and the remainder shall remain in full force and effect.

17.2 This SO supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire SO between the Parties with respect to the subject matter hereof, for future, starting from the date of signing of the SO. However all rights and obligations arising from past transactions and governed by binding SOs or arrangements established prior to this SO will survive and would be honored by both Parties.

17.3 If any matter not covered in this SO occurs or any doubt arises with respect to the interpretation of any provisions, the Parties shall make all necessary efforts to resolve it in a reasonable manner and in good faith.

17.4 This SO shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No person other than the Parties and their successors and permitted assigns shall be entitled to any rights or benefits hereunder, provided, however, that no assignment of this SO by CONSULTANT shall be valid unless OWNER consents to such an assignment in writing. OWNER shall be entitled to freely assign this SO to its affiliates.

17.5 Any notice, communication, request or correspondence required or permitted under the terms of this SO shall be in writing, in the English language (it being understood that any such communication in a language other than English shall be of no force and effect), and shall be delivered at the address(es) or contact number(s) provided below or at such other address(es) or contact number(s) as may be notified for the purposes of this SO, by a Party to the other, from time to time.

#### If to TUV:

Contact Person : Mr. Aakash Singh  
Mobile No :  
Tel No. :  
Fax No. :  
Email : marketing@adlcoordinates.com

#### If to OWNER:

Contact Person : Mr Ravi Raushan  
Tel No :  
Fax No: :  
Email : Ravi.raushan@herofutureenergies.com

17.6 Severability: The provisions of this SO are severable. If any provision or condition of this SO is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this SO. The Parties agree in such circumstances to negotiate an equitable amendment to the provisions of this SO to give effect to the original intention of the Parties.

17.7 Counterparts: This SO will be signed in two originals and SO or shall be provided with one signed original and the rest will be retained by the Employer.

17.8 No Partnership or Agency: Nothing in this SO shall constitute or be deemed to constitute any agency, partnership, joint venture, unincorporated association, co-operative entity or other joint relationship between the Employer and SO or for any purpose.

17.9 Survival: Except in so far as what has been specifically provided under the provisions of this SO, the provisions of Clause 10 (Limitation of Liability), Clause 20 (Representations and Warranties), Clause 7 (Confidentiality), Clause 17.5 (Notices), Clause 14 (Dispute Resolution), Clause 15 (Governing Law and Language), shall survive the termination of this SO.

### 18. AMENDMENT

Except otherwise provided therein, no addition, amendment or modification of any part of the SO shall be effective unless done in writing and signed by and on behalf of both parties by their respective Authorized Signatories.

### 19. BUSINESS ETHICS

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Neither Party shall pay any fee, commission, rebate or anything of value to or for the benefit of any employee of the other Party, nor will either Party do business with any third party knowing the results might directly benefit an employee of the other Party. The Parties shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the other Party's best interests. This obligation shall apply to the activities of the Parties, their sub-contractors, their employees and agents in their relations with the other Party's employees, their families, the contractors and third parties, arising from this SO.

The Parties undertake to notify the other Party immediately if it has knowledge of, or suspects, a breach of Clause 19 above.

In case of violation of Business Ethics as per this Clause 19, the Parties shall mutually agree to the process of resolving any breach of this Clause 19.

### 20. REPRESENTATIONS AND WARRANTIES

20.1 Each Party hereby represents and warrants to the other Party and acknowledges and confirms that it is a company duly organized and validly existing under the applicable laws and has the corporate power and corporate authority to enter into and adopt this SO. Neither the execution nor the performance of this SO by either party will violate its articles of incorporation or bye-laws or any indenture, loan agreement, contract, or instrument to which it is a party or by which it is bound or any order, rule or regulation of any Government authority.

20.2 Each Party hereby represents and warrants to the other Party and acknowledges and confirms that information shared so far is fair, true and correct to best of its knowledge and it has no knowledge of any incident/development which makes the information unfair, untrue and incorrect.

### 21. WAIVER

The failure by either Party to enforce any provision of this SO or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights hereunder.

We request you to return the copy of this SO duly signed and stamped on each page as a token of acknowledgement of the same by you.

### 22.0 CONFIDENTIALITY OBLIGATION

22.1 Information relating to OWNER, its alliance partners or other network partners, which is characterized as confidential and would include inter-alia their plans, market information, information relating to financial performance, operating performance, their consultants and technologies etc., "Confidential Information".

22.2 consultant shall use the Confidential Information only in respect of the arrangements contemplated under this SO.

22.3 For the purposes of clause 8.1 above, consultant shall not disclose Confidential Information to any third party unless such third party has agreed to be bound by the terms and conditions of the confidentiality obligations stated in this SO, except where:

- (i) The prior written consent of the other party is obtained; or
- (ii) To the extent required by a court of competent jurisdiction, governmental agency or other regulatory body.

### 22.0 GOVERNING LAW AND JURISDICTION

22.1 This SO shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws, principles or rules.

22.2 This SO will be subject to the jurisdiction of the courts at New Delhi.

### 23. GLOBAL OWNER COMPLAINEE:

#### 23.1.COMPLIANCE WITH ANTI BRIBERY AND CORRUPTION LAWS.

The consultant Shall

23.1.1 comply with all applicable laws, Statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to:

- # Prevention of Corruption Act, 1988
- # Foreign Contribution Regulation Act, 2010
- # Black Money (Undisclosed for any Income and Assets) and Imposition of Tax Act, 2015
- # The Fugitive Economic Offender Act, 2018
- # The Benami Transactions (Prohibition Act, 1988)

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23.1.2 have and shall maintain place throughout the term of this agreement policies and procedures required by the relevant requirements and will enforce them where appropriate.

23.1.3 promptly report to OWNER any request or demand for any undue financial or technical advantage of any kind receive by consultant in connection with the award or performance of this agreement.

23.1.4 shall ensure that any person who is providing goods or services to or on behalf of OWNER in connection with this agreement does so only on the basis of written contract which imposes on and secures from such person terms equivalent to those imposed on the consultant in this clause 23.1 The consultant shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to OWNER for any breach by such persons of any relevant terms.

23.1.5 The consultant represents and warrants that it not has been covered convicted of any offence involving bribery or corruption as on date of the signing of this contract/ agreement. and if the consultant is so convicted during this term of agreement, it shall notify to OWNER immediately.

23.1.6 OWNER may take any Legal Action including but not limited to termination of this agreement with immediate effect by giving written notice to the consultant if the consultant commits the breach of this clause 23.1

### 23.2 COMPLIANCE WITH ANTI-TA EVASION LAWS

The consultant shall

23.2.1 not engage in any activity , practice or conduct which would constitute a tax evasion facilitation offence under the income tax Act 1961 or the GST Act 2017.

23.2.2 have and shall maintain in place through out the term of this agreement such policies and procedures as are reasonable both to prevent the facilitation of tax evasion of another person ( including without limitation employees of the consultant) and to ensure compliance with clause 23.2

23.2.3 promptly report to OWNER any request or demand from a third party to facilitate the evasion of tax within the meaning of income tax act 1961 or the GST Act 2017 in connection with the award or performance of this agreement.

23.2.4 The consultant shall ensure that any person who is providing goods or service to or on behalf of OWNER in connection with this agreement does so only on the basis of written contract which imposes on and secures from such person terms equivalent to those imposed on the consultant in this clause 23.2. the consultant shall be responsible for the observance and performance be such persons of the relevant terms and shall be directly liable to OWNER for any breach by such persons of any relevant terms.

23.2.5 The consultant represents and warrants that it not has been convicted of any offence involving any tax evasion or the criminal facilitation of tax evasion ; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding may offence or alleged of or in connection with tax evasion or the criminal facilitation of tax evasion.

23.2.6 OWNER may terminate this agreement with immediate effect by giving written notice to the consultant if the consultant commits a breach of this clause 23.2

### 23.3 COMPLAINE WITH ANTI SLAVERY AND HUMAN TRAFFICKING LAWS

The consultant shall

23.3.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to:

- .. Immortal Trafficking Prevention ACT (ITPA) , 1956
- .. Bonded Labour System ( Abolition Act) , 1976.
- .. Juvenile Justice ( Care and Protection of children ) Act 2015

23.3.2 include in contracts with its direct sub-contractors and consultants# provision which are at least as onerous as those set out in this clause 23.3.

23.3.3 notify OWNER as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement and

23.3.4 maintain a complete set of records to trace the supply chain of all goods and services provided to OWNER in connection with this agreement and permit OWNER and its third party representative to inspect the consultants premise , records and to meet the



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consultants personnel to audit the consultant's compliance with its obligation under this clause 23.3

23.3.5 The consultant represents and warrants that it not has been convicted of any offence involving slavery and human trafficking ; nor has it been the subject of any investigation, inquiry oe enforcement proceedings regarding any offence or alleged of or in connection with slavery and human trafficking.

23.3.6 OWNER may terminate this agreement with immediate effect by giving written notice to the consultant if the consultant commits a breach of this clause 23.3

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### GENERAL TERMS & CONDITIONS

1. Scope :

This Work Order (WO) along with its schedules, annexures, and other appended documentation, shall constitute a contract. The Contractor shall perform this WO by providing in full the services set out in detail in the WO (Works).

The WO and the General Terms and Conditions are to be read so as to complement the Special Terms and Conditions, Tender Specification, Agreed Minutes of Meetings (MOM), Pre-Bid Clarification, where such documents have been executed (collectively the Work Contract).

In the event of an inconsistency between the various documents comprising the Work Contract, the inconsistency will be resolved in accordance with Clause 2 (Precedence of Documents).

2. Precedence of Documents :

The various documents comprising this Work Contract are intended to complement one another and should be interpreted harmoniously. In case of any inconsistency between them, they shall have the following descending order of precedence:

- 1st - Special Terms and Conditions
- 2nd - Minutes of Meetings / Term Sheet / Letter of Intent
- 3rd - Pre-Bid Clarifications / Addendums
- 4th - Scope, technical Specifications, Tender Documents
- 5th - General Terms and Conditions.

3. Price :

The currency of the Contract Price shall be INR unless specifically mentioned in the WO.

The Contract Price set out in the WO is firm unless specifically mentioned in Special Terms and Conditions.

The Employer shall have the right to deduct or withhold taxes on payments due to the Contractor under this Work Contract to the extent that such deduction or withholding may be required by any competent government authority.

Payment by the Employer to any competent government authority of the amount so deducted or withheld will relieve the Employer from any further obligation to Contractor with respect to the amount so deducted or withheld. The Employer shall issue a tax deduction or withholding certificate to Contractor, evidencing the tax deducted or withheld and deposited by the Employer on payments made to Contractor, to enable the Contractor to claim the credit of the tax deducted or withheld by the Employer.

The Contract Price shall be subjected to variation in case of statutory variation for GST and other Taxes and Duties.

4. Statutory variations for taxes and duties :

Any upward variation in GST and other Taxes and Duties payable on account of (a) variation in the rate of GST and other Taxes and Duties, or (b) change/introduction of any new GST and other Taxes and Duties, or (c) change of the GST and Other Tax regime effected by the Indian Central/State/Local authorities which becomes payable after the date of this WO shall be reimbursed by the Employer, as a statutory variation, to the Contractor at actuals during the Term of the Work Contract upon submission by the Contractor of proof of payment.

Similarly in the event of a downward variation in GST and other Taxes and Duties payable on account of (a) variation in the rate of GST and other Taxes and Duties, or (b) change/introduction of any new GST and other Taxes and Duties, or (c) change of the GST and other Tax regime effected by the Indian/State/Local authorities after the date of this WO during the Term of the Work Contract, the same shall be passed on to the Employer, as a statutory variation, by the Contractor at actuals.

5. Effective date of Service Contract :

The effective date of this contract is date of the WO, subject to the satisfaction of any conditions precedent set out in the Work Order or the Special Terms of Contract.

6. Delivery :

The Term and the Schedule of Deliverables shall be provided in the Special Terms and Conditions.

DELIVERY TIME IS THE ESSENCE OF THIS CONTRACT and must be strictly adhered to. If the Contractor fails to deliver the Works in time, the Employer may at its sole discretion:

- a) Treat the Work Contract as cancelled, at any time, and recover any losses incurred or damages suffered from the Contractor or,

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b) Purchase the Works or any part thereof from third parties, in which case, the Contractor shall be liable to pay the Employer not only the difference between the price at which such Works have been actually purchased and the price calculated at the rate set out in this WO, but also any other loss or damage the Employer may suffer.

### 7. Liquidated Damages:

The Liquidated damages (LD) for delay in completion of work shall be levied as mentioned in Special Terms and Conditions.

### 8. Performance Guarantee :

The performance guarantee to be made to the Employer under this Work Contract shall be specified in the Special Terms and Conditions.

### 9. Standard of Care / Defects Liability :

The Contractor shall exercise reasonable skill, care, and diligence expected of an experienced contractor in the performance of Works under this Work Order. The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the Warranty Period, as defined in Special Terms and Conditions.

Further the Contractor shall ensure that the Works conform to latest Indian Standards and the Contractor's Quality Assurance Plan, which document is required to be approved in advance by the Employer. All Works will be subject to inspection and approval by the Employer, either at the Contractor's premises or at the place of delivery indicated by the Employer.

If, during the execution of the Works or during the Warranty Period following the performance of the Works by Contractor, it is shown that there is an error in the Works caused by Contractor's failure to meet the Warranties or the Contractor's Quality Assurance Plan and the Employer has notified the Contractor in writing of any such error promptly upon discovery, the Contractor shall, within the time the Employer reasonably requires and in a manner which causes minimum disruption to works or activities of the Employer or any other contractor, or any power generation or other facility in which the Works may have been incorporated, promptly re-perform the Works within the original scope of works as may be necessary to remedy such error at its risk and expense. The Employer, at its sole discretion, may opt not to invalidate the remainder of the WO.

This Warranty Period will be extended [by a period equivalent to the original Warranty Period] following any re-performance by Contractor. The obligations and representations contained in this section are Contractor's sole warranty and guarantee obligations and Employer's exclusive remedy in respect of quality of the Works.

If Contractor fails to promptly remedy any defect, Employer may, itself or through third parties, and without prejudice to Contractor's continuing obligations, remedy such defect and Contractor shall promptly reimburse Employer all costs of remedy.

### 10. Approval of Works :

The Employer shall, within [30] days after receipt of the Contractor's invoice, either approve Contractor's invoice, or notify the Contractor of the reasons for withholding payment. Contractor shall make necessary corrections and resubmit the invoice.

Tests, inspections, and approvals of portions of the Works required by the Work Contract or by Applicable Laws, ordinances, rules or regulations shall be made at an appropriate time. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections and approvals, and shall bear related costs of tests, inspections, and approvals.

If such procedures for testing, inspection, or approval reveal failure of the portions of the Works to comply with requirements established by the Work Contract, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and rectification.

The Employer reserves the right to inspect the Works at any stage during the Term of the Work Contract and reject such portion thereof as may be found defective or not in conformity with the specifications set out in the Work Contract. On exercising this right of rejection, the Employer, at its sole discretion, may opt not to invalidate the remainder of the PO. All rejected materials shall be rectified by the Contractor at its own cost.

The Employer under no circumstances will be liable or held accountable for any damage, loss deterioration of the rejected material for discarding the material, for any value for it.

### 11. Order and Confirmation of WO :

The Contractor is required to confirm its acceptance of the Work Contract in writing within 2 (two) weeks of its receipt of this Work Contract.

If the Contractor has not confirmed acceptance of the order (confirmation) in writing within 2 (two) weeks of its receipt or if the terms of the confirmation varies from the terms of the Work Contract, the Employer may terminate forthwith the Work Contract.. Any amendments or addition to the order shall only be effective if the Owner confirms such in writing.

### 12. Insurance :

For Storage, Construction, Erection, testing and commissioning (as may be applicable), Construction All Risk/ Erection All Risk insurance shall be arranged by Employer. In the event that any of the Employer's claims with the insurance company stand rejected for reasons attributable to the Contractor, the Contractor shall be liable to compensate the Employer for the entire amount of such

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claim and the Employer may choose to set-off the amount expended in this regard with the dues payable by the Employer to the Contractor.

However, it is made clear that, in case any part of the Project that has not been covered specifically under the abovementioned comprehensive policy and falls exclusively under the Contractor's scope, it shall be required to procure insurance for the same.

a. The responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the Term of the Work Contract shall be that of the Contractor alone. The Contractor shall arrange, secure and maintain insurance policy as may be necessary and for all such amounts to protect its interests and the Employer's interests, against all risks as detailed herein at its own expense and cost.

The form and the limit of the insurances to be procured by the Contractor together with the under-writer thereof, in each case, must be approved by the Employer. However, irrespective of such acceptance, the responsibility of procuring and maintaining adequate insurance cover remains with the Contractor alone.. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

b. Any loss or damage to the equipment or arising out of operation of the equipment, till such time the plant is taken over or the Works are accepted by the Employer, shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims and making good for the damage or loss by way of repairs and/or replacement of the portion of the Works damaged or lost at his own cost. The transfer of title shall not in any way relieve the Contractor of the above responsibility during the Term of the Contract. The Contractor shall provide the Employer with copies of all insurance policies and documents taken out by him pursuant to the Work Contract immediately after such insurance coverage is procured.

The Contractor shall also inform the Employer in writing at least sixty (60) days in advance, regarding the expiry, cancellation or change in any of such documents and ensure timely revalidation/renewal, etc. as may be necessary. The Contractor shall indemnify and hold the Employer harmless against any claims, losses, or damages in this regard including claims, losses, or damages on account of any non-compliance with statutory provisions in this regard or on any account whatsoever.

c. The risks that are to be covered under the insurance procured by the Contractor shall include, but not be limited to, the loss or damage caused by or during theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, terrorist attack, etc. The scope of such insurance shall cover the entire value of the Works from time to time. In all such policies, #Lender Security Trustee#/the Employer shall be endorsed as beneficiary of the policies.

d. The Contractor shall take adequate insurance cover for its personnel and to cover the risk of insurance and payment of compensation under all Labour Laws including but not limited to, the Workmen's Compensation Act, 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Industrial Disputes Act 1947, Maternity Benefits Act, 1961 and the Contract Labour (Regulation and Abolition) Act, 1970 at its own cost & expenses. The Contractor shall indemnify and hold the Employer harmless against any claims, losses, or damages arising on account of any non-compliance with statutory provisions in this regard or on any account whatsoever.

e. During the Term of this Work Contract, the Contractor undertakes to maintain at its expense an insurance policy for General Liability covering risks including bodily injury, disease and death of its personnel and the Employer's personnel at the Project Site, as well as damage to the Employer's property or third party property etc. The General Liability Insurance policy should have a 'hold harmless' in favour of the Employer [whereby the Contractor holds the Employer harmless for suits alleging sole negligence of the Contractor or joint negligence of the Contractor and Employer, or sole negligence of the Employer]. The Contractor shall indemnify and hold the Employer harmless against any claims, losses or damages arising on account of any non-compliance with statutory provisions in this regard or on any account whatsoever.

f. The Contractor shall arrange for necessary insurance cover for the assets owned by them including insurance related to temporary establishments like site office, canteen, labour colony etc. for Contractor.

g. All costs on account of insurance liabilities covered under the Work Contract will be on the Contractor's account and is included in Contract Price. However, the Employer may from time to time, during the pendency of the Work Contract, ask the Contractor in writing to limit the insurance coverage risks and in such a case, the parties to the Contract will agree with a mutual settlement for reduction in Contract Price to the extent of reduced premium amounts and the same shall be reduced in writing.

### 13. Manpower and No Liability towards staff employed :

The Contractor shall employ sufficient number of persons, highly skilled and semi-skilled personnel etc., to carry out the work under this WO. In case the Employer is of the view that the persons employed by the Contractor are not sufficient, the Employer undertakes to employ the required number of persons as directed by us from time to time.

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Person/persons engaged by the Contractor to carry out the aforesaid activities shall work under the Contractor's direct control and supervision. Nothing herein shall be construed as establishing any relationship of employer and employee between the Employer and the person/s engaged by the Contractor to carry out the Works, or part thereof.

The Contractor shall be liable for payment of all remunerations, statutory dues, wages including Employees' Provident Fund, Employees State Insurance etc. in respect of persons engaged by the Contractor. The Contractor shall indemnify and hold the Employers harmless and indemnified against any claims, losses, or damages arising on account of any non-compliance of statutory provisions in this regard.

The Contractor shall also comply with all laws, bye laws, rules, regulations as are or shall be applicable on the Contractor as well as Clause 26 of this General Terms and Conditions. The Contractor shall indemnify and hold the Employer harmless against any claims, losses or damages arising on account of any non-compliance of statutory provisions in this regard.

#### 14. Indemnity :

The Contractor indemnifies the Employer and its directors, officers, employees, against any losses/damages/expenses (direct and indirect)/prosecution etc. occasioned to the Employer or on account of an act or omission attributable to the Contractor or any of its employees or agents.

The Contractor indemnifies and holds harmless the Employer and its directors, officers, employees, from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this Work Contract or arising from any breach in relation to breach of any terms and conditions of this Work Contract.

Each Party shall defend and indemnify the other Party and its affiliates and their officers, representatives, directors, and employees from and against any liability or expense (including attorneys' fees) associated with third party personal injury, death or property damage where and to the extent such injury or damage results from the negligence or wilful misconduct of the other Party. Unless specifically provided in the Special Terms and Conditions, neither Party shall be liable to the other Party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any indirect, special or consequential loss or damage, incidental, punitive, or exemplary damages in any way arising from or related to the performance or non-performance of this Work Contract.

All indemnities given by the Contractor shall survive the expiry or termination of this Work Contract.

#### 15. Term and Termination:

This Work Contract shall be deemed to have commenced from the date of execution of the WO by both parties (unless specific conditions precedent are set forth in the Special Terms and Conditions) and shall subsist on the parties till completion of all their obligations unless terminated in accordance with the terms hereof (Term).

In accordance with this Work Contract, the Employer shall be entitled to terminate this Work Contract, or a part thereof:

- a. If the Contractor has not accepted the Work Contract in written / by email / physically stamped & signed for a period of 07 days from the issue of this Work Contract, then the Purchaser reserves the rights to terminate the Works Contract.
- b. If the Contractor has not started to deliver the Works within the stipulated timelines and / or didn't respond to the communications of delays in Works by the Employer about the status of progress (Three Reminder's being sent to the Contractor)
- c. If the Delivery of Work has been delayed, for reasons attributable to the Contractor, to the extent that the Employer is entitled to the maximum amount of LD.
- d. In case of breach of any term and condition of this Work Contract which, if capable of remedy, has not been remedied within [(30)] days of receipt by the Contractor of a notice specifying the breach and requiring its remedy.

Either Party has the right to terminate the Work Contract forthwith if the other (i) ceases to do business in the normal course, (ii) becomes or is declared unable to pay its debts, insolvent or bankrupt, (iii) has a liquidator, receiver, or administrator appointed in relation to its winding up, liquidation or insolvency (iv) has a petition for winding up pending before a court of competent jurisdiction which has not been dismissed for a period of [120] days.

#### 16. Termination consequences :

a. In the event this Work Contract is terminated in pursuance of Clause 15(a) above, the Employer may avail services similar to those undelivered, upon such terms and in such manner as it deems appropriate, whereupon the Contractor shall be liable to reimburse the Employer for any excess costs & risk for such similar services. The Employer shall be entitled to set off any amounts

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due under this Work Contract against amounts owed by the Contractor to the Employer.

b. In the event this Work Contract is terminated in pursuance of Clause 15(b) above, the Contractor will receive the Contract Price in respect of the portion of the Works delivered till the effective date of termination. The Employer shall have the right to take over Work completed so far and covered by the above mentioned consideration.

Furthermore, the Contractor shall upon termination of this WO, assist the Employer or the new contractor appointed by the Employer, to complete the unexecuted part of the Work in terms of this Work Contract.

### 17. Entirety :

This Work Contract shall constitute the entire understanding between the Parties.

### 18. Amendments :

This Work Contract may be modified only by a written instrument duly executed by both Parties. All amendments and other modifications hereof shall be in writing and signed by each Party.

### 19. Notices :

All notices required to be served under this WO shall be in writing and sent by registered mail or by facsimile, by one Party to the other at the addresses provided in the WO or any later addresses, details of which have duly been conveyed under this Clause. All such notices shall be effective upon actual receipt or it shall deem to have been received on the fifth day after the day of dispatch, whichever is earlier.

### 20. Governing Laws & Jurisdiction :

This Work Contract shall be governed by the laws of Republic of India and any legal action pertaining to this WO shall be subject to the exclusive jurisdiction of Courts of New Delhi.

The exclusivity of jurisdiction in Clause 20 is for the benefit of the Employer only. As a result, the Employer may initiate proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Employer may take concurrent proceedings in any number of jurisdictions.

### 21. Arbitration :

All disputes arising out of or in relation to this Work Contract, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the parties within [30] days of being brought to their attention ("Consultation Period"), shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. If the parties are not able to agree on a sole arbitrator, a panel of three arbitrators shall be appointed wherein each Party shall appoint one arbitrator within 30 days of the expiry of the Consultation Period, and the two arbitrators together shall appoint the presiding arbitrator within 30 days of the appointment of the last of the two arbitrators. The venue and seat of Arbitration shall be in [New Delhi, India] and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The award of the Arbitrator shall be final and binding upon the parties.

### 22. Services obligation :

a. The Works processed and delivered by the Contractor shall be made out of good quality components/materials, as acceptable to the Employer, and shall evidence excellent workmanship.

b. Safe custody of free issue material will be responsibility of the Contractor. In case of loss due to negligence of the Contractor, the materials will be replaced/replenished by the Contractor.

c. The work done by the Contractor will be certified the Employer's representative as provided in this Work Contract.

d. The Contractor shall procure insurance cover as set out in this Work Contract.

### 23. Invoice :

The Invoice for Works, or portions thereof (as provided in the WO), completed and accepted by the Employer must be submitted in triplicate duly bearing the Contractor's Service Tax registration numbers, supported work certification from Employer with the required forms as specified in the WO and showing the description of WO no, Contractor code number, challan no and date, The Contractor will ensure that, all original Invoices with test certificates are enclosed with Invoices.

### 24. Payment :

Definite terms of Payment are provided in the Special Terms and Conditions.

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Payment for Works completed, provided they are not rejected by the Employer/consignee shall be made as per the terms provided in the WO. Payment falls due after the agreed credit period from the date of acceptance of Works or from the date of receipt of Invoices, whichever is later. Invoices should be submitted within 4 days from the date of delivery of Works. The Employer shall all point of time have all rights to deduct from any unpaid Invoices, debit notes falling due in case any Works are rejected on line or any claims for deductions are raised on the Contractor.

### 25. Force Majeure :

In this Work Contract, Force Majeure means any exceptional events or circumstance (or combination of events and circumstances): (i) which are beyond a Party's control; (ii) which such Party could not reasonably have provided against before entering into the WO; (iii) which, having arisen, such Party could not reasonably have avoided or overcome; and (iv) which are not substantially attributable to the other Party's act or omission.

Notwithstanding any other provision of this Work Contract, the following events are deemed not to be Force Majeure: (i) strikes or other employee disturbances affecting only Contractor's or any subcontractor's employees; (ii) any acts or omissions by the affected Party's suppliers or subcontractors, unless resulting from a Force Majeure event; (iii) economic hardship; (iv) shortages or price fluctuations (including as a result of currency fluctuations) with respect to materials, supplies or components of equipment; (v) shortages of manpower; or (vi) weather conditions which might reasonably have been foreseen by the Party claiming Force Majeure and which were not unusually adverse.

Provided the affected Party notifies the other Party as soon as reasonably practicable and in any event not more than 45 days after the occurrence of a Force Majeure event and uses reasonable commercial efforts to mitigate or cure the effect of the Force Majeure, the affected Party shall not be liable for failure to perform its obligations under the Work Order to the extent such failure results from the Force Majeure.

In the event that a Force Majeure event prevents either Party from performing its obligations for a period exceeding 6 (six) months, then either Party may terminate this Work Contract upon written notice to the other Party. A Force Majeure event shall not relieve a Party from any liability for an obligation (including payment obligations) which arose before the occurrence of such Force Majeure event.

Upon termination of this Work Contract under this Clause, the Employer will only be required to make payment for the Works completed/delivered until the date of occurrence of the Force Majeure event.

### 26. LABOUR :

The Contractor shall, at all times, comply with all requirements of any Applicable Law relating to the employment of labour/personnel under this Contract, including but not limited to matters relating registrations under the applicable statutes, timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. The Contractor shall submit, with its Invoices, declaration for compliance with Labour Laws during the preceding month.

In the employment of labour for the Execution of the Works, the Contractor shall comply with the provisions of the Labour Laws including but not limited to the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time (collectively referred to as the "Labour Laws").

The Employer may require the Contractor to dismiss or remove from the Project Site any person or persons in the Contractor's employment or deputed at the Project Site who in the opinion of the Employer Representative is incompetent or who has misconducted himself and the Contractor shall forthwith comply with such requirements. The removal of the relevant person from the Project Site will be a redeployment of the Contractor's personnel and the Contractor is free to utilise the relevant person's services in other projects. This will not be construed as termination of employment.

Contractor will comply with the Employer's Health, Safety and Environment Policy, as revised from time to time. The Contractor undertakes to keep itself updated regularly of the Employer's Health, Safety and Environment Policy.

Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities or subcontractors (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Contractor shall take all appropriate measures to prevent sexual harassment, exploitation or abuse of anyone by its employees or any other persons engaged and controlled by Contractor to perform any services under the Contract, including but not limited to compliance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

### 27. Encumbrances and Liens :

Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on

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file in any public office or on file against any monies due to Contractor or that may become due for any Works under the Work Contract, or by reason of any other claim or demand against Contractor or Employer.

Contractor hereby waives any liens or encumbrances created in its favour under Applicable Laws or equity by virtue of carrying out the Works purchased by Employer under this Work Contract.

Contractor shall defend and indemnify Employer against any liens or encumbrances on the Works purchased by Employer under this Work Contract, including from any claims for unpaid work, labour or materials.

### 28. Publicity and Use of Name or Logo of Employer :

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Employer, nor shall the Contractor, in any manner whatsoever use the name, emblem or trademarks of the Employer, or any abbreviation of the name of the Employer in connection with its business or otherwise without the written permission the Employer.

### 29. Conflict of Interests :

The Contract Price shall constitute the Contractor's sole remuneration in connection with this Work Contract, and the Contractor shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Work Contract or in the discharge of their obligations under the Work Contract, and the Contractors shall use their best efforts to ensure that their personnel, Subcontractors, and agents similarly shall not receive any such additional remuneration. Neither the Contractor nor their Subcontractors nor their personnel shall engage in, either directly or indirectly, during the term of this Work Contract, any business or professional activities which would conflict with the activities assigned to them under this Work Contract.

### 30. Assignment :

The Work Contract shall not be assignable by the Contractor to any other person.

This Work Contract shall be binding upon and inure to the benefit of any third party acquiring all or substantially all of the business and assets of a Party.

### 31. Confidentiality :

If for the purposes of this Work Contract, the Employer furnishes the Contractor with any drawings, dyes, floppies, documents etc., or these are made by the Contractor himself, the same shall be kept strictly confidentially used by the Contractor and shall be used by it only for the contractual work. On demand by the Employer at any time or on completion of the Works, the Employers drawings etc. shall be returned forthwith by the Contractor to the Employer. The Contractor shall under no circumstances allow the drawings, etc. made for the contractual work to be used by a third party. The Contractor shall also not make supplies of the articles made with the help of these drawings, etc. to any Party other than the Employer.

The Contractor shall indemnify and hold the Employer (and its officers, directors etc.) harmless against any claims, losses or damages arising on account any noncompliance of this Clause or any statutory provisions in this regard.

### 32. Project Manager and Engineer-in- Charge :

The Contractor shall inform the Employer within seven (7) days of receipt of this WO, the name and address of the Project Manager who shall represent the Contractor and be responsible for all the activities of this contract.

The Employer will inform the Contractor of the Engineer-in-Charge with respect to this Work Contract and provide necessary contact details.

### 33. Kick off Meeting :

Kick-off meeting for the Project will be held within 10 days of issue of this WO, at our New Delhi Office.

The Contractor shall furnish during this meeting a detailed project schedule (L2 Schedule) along with list of documents, drawings, QAP, etc that are planned for submission.

### 34. Contract Coordination Meeting and Progress Report :

The Contractor shall attend all meetings with the Employer or consultants appointed by the Employer at its own cost, as and when required.

The Contractor is required to fully cooperate with such persons and agencies involved during these discussions.

The Contractor shall submit at its own cost a detailed monthly progress report to the Engineer-in-Charge in three copies by the 5th of every month so that the progress report can reach Engineer-in-Charge latest by the 10th of every month.



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### 35. Right of Entry :

The Employer shall have the right to enter the Contractor's works/place of processing/manufacture or and other premises at any time with or without any prior intimation.

### 36. Other Conditions :

The Contractor shall use the material/tools/drawings/specifications etc. provided to it exclusively for processing the Employers service requirements under the Work Contract and the same shall not be used by him for any other purpose.

The machines/tools/raw material etc. provided by the Employer to the Contractor shall remain in the Contractor's custody as a bailee and the Contractor shall forthwith return the said products/raw material/machines/ tools to the Employer on being so called upon by the Employer.

The Contractor will comply with all Applicable Law in respect of this Work Contract.

In the event that any terms and conditions given by the Contractor are at variance with these General Terms and Conditions, then these terms and conditions shall prevail.

### 37. Code of Conduct :

The Contractor is obliged to comply with the Applicable Law. In particular, the Contractor will not engage actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Contractor will take responsibility for the health & safety of its employees. The Contractor will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Contractors.

Contractor will comply with the Employer's Health, Safety and Environment Policy, as revised from time to time. The Contractor undertakes to keep itself updated regularly of the Employer's Health, Safety and Environment Policy.

### 38. General :

The Clauses as mentioned above shall hold good until and unless any Clause is commented upon in the body of the WO. The Clauses commented upon only, in the body of the WO shall override the ones mentioned here.

This WO shall prevail over any other terms or conditions contained in your invoices/bills or any other document.

Any right or obligation which becomes absolute before termination/expiration of this Work Contract for any reason, or which is by definition of a continuing nature, will survive such termination/expiration.

In the event that any provision of this Work Contract conflicts with the law under which this Work Contract is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Work Contract, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Work Contract shall remain in full force and effect.

All Annexures shall form an integral part of this Work Contract.

Note -1: Service invoice should be presented along with the certified measurement sheets and supporting documents. These are essential to process the invoice. The Contractor's Service Tax Registration No., any other taxes deposited with authorities with sufficient proof as desired by the Employer shall be furnished with the invoices.

In case of a final invoice, documents desired by the Employer shall be furnished as per the WO. This may include (but not be limited to) completion of punch list points, work completion certificate issued at Project Site, As built drawings ,field Test reports, service reports, complete service reconciliation statement and any other documents as may be applicable for the Works performed.