

General Terms and Conditions for Contractors

These General Terms & Conditions for Contractors ("**General Terms/ these Terms**") shall be incorporated and forms an integral part of each purchase order/contract between Praj GenX Limited ("**Company**") and Service Provider/ Vendor ("**Contractor**") for carrying out works and services at the project site of the end customer of the Company or otherwise, including the usage of any goods, materials, accessories, and ancillary services required for completion of the assigned work. Unless specifically agreed in writing, any terms and conditions specified by the Contractor whether in writing, by email or any communication such as presentation, quotation, proposal, literature or brochures illustration, reservations regarding timelines, price or exchange rates, notification of objection/deviations, including any Contractor's terms and conditions or otherwise (**Contractor's Document**) which modify, supplement, or contradict or different from these Terms are expressly rejected by Company and shall not form part of the contract, and shall have no legal or binding effect on the Company. The contract between parties shall be governed exclusively by these Terms and any amendments made in writing and duly authorized by the Company and the Contractor.

COMPANY and Contractor shall collectively be referred to as "**Parties**" and individually as "**Party**" under these General Terms.

1 DEFINITIONS AND INTERPRETATION

1.1 As used in these Terms, the following terms shall have the meaning assigned to them as mentioned here under:

- a) "Affiliates" means a Person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with another Person which includes subsidiary, holding company, group company.
- b) "Company" shall mean Praj GenX Limited, a company incorporated & existing in accordance with the provisions of the Companies Act, 1956/2013 and having its registered office at "Praj Tower" 274 & 275/2, Bhumkar Chowk, Hinjewadi Road, Hinjewadi, Pune 411057, Maharashtra, India.
- c) "Contract" shall mean these Terms together with the Order and all attachments, annexure, appendixes, Specifications, exhibits, technical specification, responsibility matrix, if any, or related agreement(s)/ document(s) executed between the Parties, including any modifications, amendments, replacements thereto.
- d) "Contractor" shall mean the person, proprietor, and partnership, Limited Liability Company, firm, corporation or other entity to whom/which the Order is issued.
- e) "Control" means, in relation to a body corporate, the power of a Person to secure that the affairs of the Body Corporate are conducted in accordance with the wishes of that Person:
 - i) by means of the holding of shares of 50% or more, or the exercise of voting powers, in relation to that or any other Body Corporate; or
 - ii) by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other Body Corporate or any other document;
- f) "Body Corporate" means a company or corporation incorporated under the Companies Act, 2013/1956 or under any previous company law, or any company incorporated outside India under the law of its jurisdiction, having a separate legal identity and perpetual succession, but does not include any entity that the Central Government may, by notification, specify as not being a Body Corporate.
- g) "Person" means any natural individual, company, corporation, partnership, limited liability partnership, trust, association, joint venture, governmental authority, or any other legal or unincorporated entity, whether acting individually or jointly.
- h) "Damage(s)" shall mean any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including without limitation interest, penalties, reasonable attorneys' fees, amounts paid in settlement of any claim or litigation, any and all expenses incurred by the Company under these General Terms or Order or Contract whether towards investigating, preparing or defending against any litigation, commenced or threatened, or any claim of the third party /End Customer whatsoever or otherwise.
- i) "Deficiency" shall mean any shortcoming or defects or delays or imperfection in the work or any part thereof that the Contractor has provided, rendering them non-compliant with the Contract or Order or Specifications. This includes rejection of Work by the Company and issues like poor workmanship, delayed performance, faulty services, or failure to adhere to specified designs or standards, non-

conformity of the Specifications, error in the Work, defects in title/ownership, breach of instructions of the Company or its Customer, failure to comply with applicable laws/ regulations, statutory guidelines, circulars, which may be incurred during the execution of Work and/or during Workmanship Warranty Period.

- j) "Effective Date" means the date of the Letter of Intent (LOI)/purchase order issued by the Company to the Contractor whichever is earlier.
- k) "End Customer" means the final purchaser, client of the Company, or user of the Goods and/or Services, whether an individual, company, or other entity, for whom the Company procures such Goods and/or Services under the Order, and to whom the Company directly or indirectly supplies, delivers, or makes available the same. End Customer may also be referred to as End user.
- l) "Free Issue Materials" or "FIM" means any equipment, components, materials, drawings, patterns, tools and data supplied by the Company (or its representative) to the Contractor at no cost, for incorporation into or use in the execution of the Work under these General Terms.
- m) "Order" shall mean the Purchase Order/ Service Order issued by the Company to Contractor in respect of procurement of services, scope of work assigned to Contractor containing delivery date, quantity and maximum amount payable by Company to the Contractor, including any modifications, amendments, replacements thereto.
- n) "Plant" shall mean the process plant to be set up by the Company for its customer in relation to which the work is to be carried out by the Contractor;
- o) "Specifications" means the portion of the Contract describing the scope of Work, details of services including without limitations the deliverables to be rendered by the Contractor, quality standards, quantity, performance requirements/testing, timelines, parameters, dimensions, technical specifications, technical data, order specifications, designs, drawings, document and non-technical requirements, End Customer's specified parameters and tolerances related to any portion of scope of the Work. Should any conflict occur between the Specifications and any other provision of the Contract, the Specifications shall take precedence only when and to the extent that such application does not result in any way in the dilution or diminution of the rights or benefits of the Company under the Contract.
- p) "Site" or "Project Site" or "Work Site" shall mean the physical area or location specified by the Company and /or End Customer where the Contractor is authorized to perform Work under the Contract or any other location which is involved in the execution of Work whether inside or outside Project Site.
- q) "Staff" means Contractor's personnel, agents, representatives and employees whether permanent, temporary, contractual, or otherwise engaged for the completion of work.
- r) "Undisputed Invoice" means an invoice raised by the Contractor towards the performed Work which is accepted by the Company and such invoice is complete, accurate, supported by all required documentation as per the terms of the Contract and accepted by the Company without any written notice to the Contractor for dispute, differences relating to the Work, contract price or other contractual compliance.
- s) "Work" means the scope of work assigned to the Contractor which is specified in the Order and/or Specifications. It includes all Contractor's deliverables, services, activities, or outputs provided to deliver value to the Company through expertise, experience, labor, or specialized skills, which may require the supply of goods, materials, accessories, instruments, etc., if necessary, including both the permanent work and the temporary work. Further this would cover engagement of services / scope of work including without limitations i) installation/commissioning/ testing related to project work at the End Customer Site or otherwise ii) repairs, replacement any parts/equipment during execution of Work or Workmanship Warranty Period, iii) maintenance of Work/Plant, iv) any services / scope of work under Order whether completed or in progress.

1.2 In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- e) a reference to writing or written includes faxes and e-mails; and
- f) a reference to the singular includes a reference to the plural and vice versa.

2 BASIS OF CONTRACT

- 2.1 The Contract contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings between the Parties with respect thereto.
- 2.2 The Order constitutes an offer by the Company to engage Contractor for completion of Work in accordance with these Terms.
- 2.3 The Contractor shall be deemed to have accepted the Order and all terms and conditions contained therein upon the earlier of: i) Contractor's written acceptance of Order within 10 calendar days from the date of receipt of Order or ii) commencement of performance of any part of Work by the Contractor's, or iii) Contractor's any conduct which recognizes the existence of a contractual relationship in respect of the Order . Any failure by the Contractor to provide written acknowledgment within the aforesaid period shall not affect the validity of the Order, and in such event the Contractor's commencement of performance or omission shall constitute irrevocable and binding acceptance of the Order and the Contract, including all terms and conditions thereof. The Company may withdraw Order any time before Contractor's acceptance of the Order.
- 2.4 In the event of a conflict between General Terms, the Contract and the Order, these General Terms shall control, except to the extent of the parties have executed any special conditions or agreement on mutually agreed terms and conditions.
- 2.5 Reference of the Order or Contract or General Terms in any Contractor's Document shall in no way constitute a modification of any of the Order or Contract.
- 2.6 The Contractor acknowledges and agrees that the Order or Contract or General Terms does not grant the Contractor any exclusive right to perform the Work. The Company shall remain free, at its sole discretion, to procure the Goods, material and /or services from other Contractors or sources at any time.

3 SCOPE OF WORK

- 3.1 The Contractor shall provide the Work for the duration as specified by Company. The Contract shall be valid for the agreed duration as provided under the Order or the Completion of the Work whichever is later. The Company however reserves the right to extend the duration of the Contract for a further period.
- 3.2 The Contractor shall provide Work as per agreed Specifications under Order. It is acknowledged and accepted by the Contractor that, the Work specified may pertain to its Affiliates and the Contractor has no reservations to perform the same as per the terms of these General Terms.
- 3.3 The Contractor shall comply with any performance dates specified in Order.
- 3.4 The Contractor shall assign qualified, competent, skilled and experienced Staff to perform the Work in timely manner without any disruptions or stoppages. In the event of any delays, non -performance by the Contractor, the Company reserves the right to terminate the Contract as per these General Terms and appoint any other agency for the completion of work at the cost and risk of the Contractor.

4 PRICES, PAYMENTS, AND TAXES.

- 4.1 All prices are fixed which includes all taxes and duties such as GST, cess, expenses for packing, storage transportation, insurance, installation, erection and handling (including on and off loading, and placement of the plant/equipment at its intended) as applicable and covers any addition, deletion and alterations thereto ("**Contract Price**"). The price and any taxes shall be as specified in the Order. No extra charges of any kind will be allowed unless specifically agreed in writing by the Company.
- 4.2 The Contractor is deemed to have satisfied itself prior to the Effective Date as to the correctness and sufficiency of the Contract Price. In particular;
 - a) the Contractor shall be deemed to have received and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Work;
 - b) by signing/ accepting this Contract the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Work; and
 - c) the Contract Price will not be adjusted to take account of any unforeseen difficulties or costs.

- 4.3 Payment conditions related to the first instalment (advance) including Advance Bank Guarantee, if any, shall be governed as per the terms of the Order.
- 4.4 In case the Contractor is registered as a "Micro" or "Small" Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 ("**MSMED Act**") and has provided the Company with a valid Udyam Registration Certificate prior to issuance of the Order, then the Company shall make payment of Undisputed Invoices within 45 (forty-five) days from the date of acceptance of Work by the Company or the date of deemed acceptance. Such acceptance of the Work by the Company shall be subject to submission of all necessary documents, Bank Guarantee, completion of Company's inspection, testing, etc. No interest, charges, or penalties shall accrue during this period.
- 4.5 Tax Deducted at Source (TDS) / Withholding Tax as applicable shall be deducted at the time of any payment and necessary certificate for the tax deducted shall be furnished by the Company to the Contractor on a financial year basis.
- 4.6 Any increase in costs incurred during the execution of the Work shall be borne solely by the Contractor, and no claims for price adjustments shall be entertained under any circumstances.
- 4.7 The Contractor shall be entitled to payment towards Undisputed Invoices for work performed under the terms of Order which shall be subject to a) Company's inspection, testing of contracted Work b) timely submission of applicable documents like statutory returns/ challans, insurance, submission of records for statutory compliance, Advance Bank Guarantee (ABG), Performance Bank Guarantee (PBG) by the Contractor, if any etc. d) receipt of invoice in duplicate along with all necessary supporting documents for status of work, which shall be verified and cleared by the Company.
- 4.8 The Company is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to the Contractor. The parties shall jointly discuss and resolve the dispute within 15 days from the date of dispute.
- 4.9 Any reduction in rate of tax on any Services/Work or the benefit of input tax credit shall be passed on to the Company in its entirety in accordance with Anti-profiteering clause under GST legislation by way of reduction of price.
- 4.10 The Contractor shall remit the taxes to the government collected from the Company and fill all applicable returns within the prescribed due dates.
- 4.11 The Contractor shall mention the taxes collected/charged from the Company in its GSTR-1 and GSTR-3. The Company reserves its rights to pay the tax component in the invoices only to the Contractor, after the Contractor remits the same to the Government and provides sufficient proof of GST amount charged in the invoice is declared in its GST-1 and GST-3 and payment of taxes has been made.
- 4.12 If any input tax credit (ITC) is due to the Company not received, short-received or disallowed for any reason, the Contractor shall promptly reimburse the full shortfall of ITC (including any interest, penalties or fees). Any sums already paid by the Company may be set off against amounts otherwise payable to the Contractor. The Contractor shall, within seven (7) days of the Company's request, furnish all documents and information necessary to enable the Company to claim or rectify ITC.
- 4.13 Subject to above, payment to Contractor shall be made as per the terms of Order and these General Terms. The Contractor shall submit any other documents which the Company may request prior to the release of the payments.
- 4.14 In all cases other than those covered under clause 4.4, the Contractor shall grant the Company a credit period of 60 days from the later of (i) the date of acceptance of Work by the Company in accordance with these General Terms, or (ii) the date of receipt of a valid and Undisputed Invoice. No interest, charges, or penalties shall accrue during this credit period.
- 4.15 Invoicing and Payment Process for Milestone Based Payment:
- a) Upon achievement of work milestone, the Contractor shall invoice the Company for the applicable payment due as per milestone(s) defined. Each Undisputed Invoice shall be submitted to the Company's

site engineer which shall be accompanied by required documents such as (i) written confirmation from the Company as to the achievement of the Work milestone; and (ii) the supporting documents (including delivery challans, inspection reports, and any other documents).

- b) Company's site engineer shall verify the Invoice against the goods and/or services supplied, confirm compliance with contractual requirements, and forward the invoice with their certification to the Company's authorized officer at head office for approval and further processing.
- c) Any Invoice must be submitted within thirty (30) days of the calendar month to which they pertain. In no instance shall Undisputed Invoice be submitted more than ninety (90) days following the calendar month to which they pertain.
- d) If any discrepancy, deficiency, or non-compliance is identified, the Site Engineer or authorized officer of the Company shall notify the Contractor in writing, specifying the reasons for dispute, difference. Invoices so disputed shall be processed for payment only after the Contractor has rectified the issues to the Company's satisfaction.
- e) Payment shall be processed only on the basis of invoices duly certified by the Site Engineer and approved by the Company's authorized officer.

4.16 Final Invoicing and Payment Process:

- a) The Contractor shall send the final invoice to the Company's site engineer after completion of entire Work in all respects which shall include:
 - i) All punch points for the completion of work are completed to the satisfaction of the Company;
 - ii) Work acceptance certificate has been issued by the Company;
 - iii) All obligations of Contractor under the Contract have been fulfilled except obligations related to the Workmanship Warranty Period.
 - b) All undisputed amounts set forth in the final invoice shall become due and payable to the Contractor ninety (90) days after receipt by the Company of the correct and tax compliant final invoice and accompanied by the following documents;
 - i) Work acceptance certificate issued by the Company.
 - ii) documents and certificates as required by the Company for the payment of the final invoice and the remittance of payment.
 - iii) clearances from the Company in relation to fulfilment of Contractor's obligations
 - iv) any challan, returns, payment receipts related to compliance of statutory provisions including income tax laws, labour laws.
 - v) supporting documents/ declaration related to handover of tools, accessories, key/licenses, access, manuals, design, blue prints and other documentation related to the Work as may be required.
 - vi) closure, surrender, or revocation of all site-related permits, approvals, and licenses
 - c) the Company reserve its right to deduct from final invoice for losses, damages not deducted in previous payments.
- 4.17 No payments of any amounts or release of any performance security by the Company to Contractor shall be deemed or treated as a waiver of any rights or claims of the Company or shall stop or prevent the Company from thereafter making or enforcing any claims or any rights against Contractor under the Contract, at law or otherwise in relation to the performance of the Work.
- 4.18 If the Contractor fails to comply with any of its obligations under the Contract, including but not limited to compliance with applicable laws, regulations, or reporting requirements for the continuous period of 2 months, the Company may, by written notice, suspend all or part of the payments due until such non-compliance is remedied to the Company's satisfaction or regularize the reporting requirements.
- 4.19 The Company may deduct, adjust, retain, or withhold from any sums payable to the Contractor such amounts as it reasonably determines to be due from the Contractor, including without limitation Damages, or other recoveries arising from or in connection with the Contractor's breach of these Terms or any Order. Such withholding may also cover amounts the Company reasonably anticipates it is likely to incur. Upon final

determination or agreement of the amount due, the Company shall release to the Contractor any balance remaining after such deduction. The Contractor shall have no entitlement to interest on any amounts withheld or delayed under this Clause.

- 4.20 The Company shall be entitled, at its sole discretion and without prejudice to any other rights or remedies available under the Contract or at law, to set off or apply any amounts payable by it to the Contractor against any amounts due, owing, or reasonably anticipated to become due from the Contractor to the Company, whether arising under these Terms, any related Order, or otherwise. The exercise of such right of set off shall not limit or affect the Company's right to recover any balance due from the Contractor. The Contractor shall not be entitled to claim any interest or other charges in respect of amounts so set off or withheld.
- 4.21 The Contractor shall not sell, assign or otherwise transfer, in whole or in part, any book debts, future anticipated debts or other monies owed to it under the Contract to a third party for the purposes of factoring, invoice discounting or any other form of receivables financing, without the Company's prior written consent.

5 LIQUIDATED DAMAGES:

- 5.1 The Contractor acknowledges that, the Work awarded to the Contractor is specifically made for particular business purpose and/or shall form the base and integral part of the project/deliverables agreed with the End Customer of the Company.
- 5.2 In case of any delays in the delivery of Work due to acts or omission of the Contractor, the Company will suffer losses, Damages, liabilities, claims, loss of business, opportunity and/or reputation. Therefore, time is of the essence of contract and the Contractor shall strictly complete the Work within period provided under Order/ Contract.
- 5.3 In the event of any delays by the Contractor to adhere finally agreed schedule of delivery of Work, the Company at its discretion reserves the right to impose liquidated damages at the rate of 1.0% of the Contract Price per week delay till the completion of final acceptance of Work, the aggregate Liquidated Damages shall be limited to 5.00% of the Contract Price (**Liquidated Damages**).
- 5.4 The aforesaid Liquidated Damages is agreed to be a genuine, fair pre estimate of the loss that the Company will suffer as a result of such breach and is not intended as Penalty but intended to remove the cost, uncertainty and complexity of proving actual loss. The above clause is not in waiver of other rights or remedies available to the Company under contract, law or equity and the Company shall always have the right to claim additional amount as towards consequential loss or Damages on account of such breach.

6 QUALITY AND INSPECTION

- 6.1 The Contractor shall ensure that the Work shall comply with any and all terms and conditions specified in Order, Contract and shall also meet the Specifications.
- 6.2 The Contractor shall ensure that the Work shall be of good quality, free from Deficiency, in conformance with the Contract, and shall at all times be subject to Company's inspection before acceptance by the Company. Neither the Company's inspection nor failure to inspect shall relieve the Contractor of any obligations, representations or warranties hereunder. In case of any Deficiency, the Contractor shall promptly repair, remedy, the same at Contractor's sole expense. No payment for acceptance of Work by the Company shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any of Contractor's warranties implied by law.
- 6.3 Any scope of work which is not specifically mentioned but materially required for the completion of the Work and/or for safe, trouble-free access to the services shall be performed free of cost to the Company, unless expressly excluded in the Contract.
- 6.4 The Company at any time shall have the right to review, inspect the financial and operational performance of the Contractor to assess its ability to continue to meet its obligations.

7 LIABILITY FOR DEFICIENCY AND ACCEPTANCE OF THE WORK

- 7.1 The Contractor before final acceptance of Work as per clause 7.4 and/or one year thereafter (**Workmanship Warranty Period**), shall be liable for rectifying any Deficiency and /or re-performing the Work in the event they do not conform to Specifications. The Company shall notify the Contractor of any Deficiency which appear

with respect to the Work. On the receipt of the notice, the Contractor shall remedy the Deficiency or re-perform the Work at its cost and risk without undue delay.

- 7.2 Upon rectification of any defect or deficiency in the Work by the Contractor, the repaired or replaced portion of the Work shall be subject to the same terms and conditions of liability as the original Work, for the unexpired portion of the Workmanship Warranty Period.
- 7.3 In the event that the Contractor commits any default before final acceptance of Work and/or during Workmanship Warranty Period including but not limited to i) inaccuracy in Work or ii) breach, default or non-fulfilment of any of the representations, warranties or covenants or iii) voluntarily withdrawal of work or iv) errors, defects in Work, or v) acts or omission in Scope of Work, or vi) suspension of work, delays/default/Deficiency towards its obligations or vii) non-performance of any obligation, and fails to rectify the Deficiency or re-perform Work, within 5 days from the date of written notification by the Company, and such default of the Contractor continues, then the Company shall have the absolute right, without further notice or obligation to the Contractor, to engage or appoint any other Contractor or third party /agency to carry out the necessary remedial work or re-perform the Work, or to take suitable actions. Any Damages, costs, expenses, or liabilities incurred by the Company in this regard shall be solely borne by the Contractor, and the Company shall be entitled to recover such amounts from the Contractor without prejudice to any other rights or remedies available under the General Terms or applicable law.
- 7.4 Acceptance of the Work shall be finally completed when: (a) the Contractor has timely completed the performance of the Work including removal of Deficiency, if any ; and (b) all required testing, inspection, review has been successfully demonstrated by the Contractor to the Company or appointed agency; and (c) the Work complies with applicable law and all of the requirements of Order, Specifications; and (d) the Contractor has provided required tools, accessories, key/licenses, access, operation and maintenance manuals, designs and specifications of material, source code if any, and other documentation, related to the Work as may be required.
- 7.5 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

8 REJECTION OF THE WORK

- 8.1 The Company has the right to reject the Work which do not conform the Specifications or where the Work ordered for a specific purpose are not of the quality or are unfit for the purpose for which they are intended.
- 8.2 It is the sole responsibility of the Contractor to have the Work re-performed. In case of any rejection of the Work due to Deficiency, the Company shall be entitled to exercise its rights provided under Clause 7 of the General terms
- 8.3 Following provisions shall be applicable in case of any rejection of the Work ;
- a) the Contractor at its cost and risk shall re-perform Work until the same comply with the agreed Specifications;
 - b) all sums payable by the Company in relation to Deficiency shall cease to become payable;
 - c) all sums already paid by the Company in relation to the Deficiency shall be repaid by the Contractor immediately;
- 8.4 Nothing in this clause shall prejudice the Company's rights under Clause 7 of General terms.

9 RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 The Contractor shall arrange his/its own equipment, tools, and personal protective equipment as may be required for the carrying out obligations under the Contract. Space for storage of material, tools and equipment at Project Site, if allocated by End Customer, shall be provided / arranged by the Company without any rent charges. In case the Contractor requires any additional space/ facilities due to any reasons, the same shall be arranged by Contractor at its own expense and risk, which shall be more particularly specified in responsibility matrix, if any.
- 9.2 The Contractor will be required to make all necessary arrangements for rendering special services even at short notice.

- 9.3 The Contractor shall maintain sufficient resources including but not limited to number of workers, equipments, materials, tools for efficient discharge and satisfactory performance of the work. In case of any absenteeism or resignation of Staff or any Staff found to be unsuitable for the Work should be promptly removed Contractor and replaced immediately after intimation received from the site engineer.
- 9.4 The Contractor shall ensure compliance with discipline and security regulations.
- 9.5 The Contractor shall submit weekly progress report of the work done and also daily strength of labour force category wise employed at the Site to the site engineer.
- 9.6 Work schedule & quantum for each day should be decided and finalized with the site engineer by the Contractor on a daily basis every day in the evening. The Contractor at its cost and risk will take up accommodation near the Site to facilitate and ensure completion of the Work as per the deadlines agreed upon.
- 9.7 No Idle Charges will be paid for Contractor's Staff for the reasons attributable to the Contractor.
- 9.8 Additional Work - If any additional work, not falling within the scope of work is assigned to Contractor, the Contractor shall be entitled to be paid for such work as per the Company's standard rates for miscellaneous work or market rates prevailing at that Site.
- 9.9 Power and water points will be given to the Contractor at a single location which shall be more particularly specified in responsibility matrix, if any. Necessary arrangements should be made by the Contractor to draw power to the Site at no extra cost to the Company. Power will be supplied to the Contractor free of cost.
- 9.10 If wastage of power is observed at the Site, the site engineer shall have an authority to charge the penalty and his decision will be final.
- 9.11 Accommodation / Office space (if applicable):
- a) The Contractor will have to make his own arrangements for accommodation of the Contractor's staff and workers at no extra cost to the Company. If the Company gets accommodation from End Customer free of cost, the Company will accommodate Contractor's staff, subject to availability.
 - b) If any facility in addition to those specified is made available to the Contractor by the Company or End Customer it will be charged to the Contractor with 15% overheads and will be recoverable from its payable amount.
- 9.12 In case of accidents, the responsibility of reporting to various Authorities will be of the Company. However, lodging of Insurance claim and its realization will rest with the Contractor.
- 9.13 The Contractor shall be solely responsible for all the acts of its employees and the Contractor shall indemnify and keep indemnified the Company against any acts, omissions, claims raised by its employees employed by it for performance of its obligations in terms of the Contract.
- 9.14 The Contractor shall appoint its representative as the supervisor on the Work Site to oversee the work and co-ordinate with other Contractors and the Company from time to time.

10 DAMAGE TO PROPERTY

- 10.1 During the execution of Work, the Contractor shall be fully responsible for any loss or Damage to any property of the Company and /or its End customer, company resources resulting from any cause whatsoever connected with visit to Company's premises, accessing Company's any facilities, infrastructure, equipment, resources or otherwise. The Contractor shall replace or rectify any loss or Damage to any property of the Company and /or its End customer, company resources, equipment/ Works, free of cost within the time as mutually agreed between the parties.

11 INJURY /DEATH OF ANY PERSON

- 11.1 The Contractor shall take all necessary precautions to ensure the health and safety of all personnel, Staff involved in the Work. The Contractor shall be fully responsible and agrees to indemnify, defend, and hold harmless the Company, affiliates its respective officers, employees, End Customer from and against any and all claims, liabilities, Damages, losses, and expenses (including legal fees) arising out of or resulting from injury or death of any person due to the Contractor and/or its personnel's negligence, misconduct, breach of instructions of the Company, failure to comply with applicable laws/ regulations, statutory guidelines, circulars, notifications. It shall be sole responsibility of the Contractor to settle all claims, compensation in respect of any injury or death of any person in case of any eventualities or occurrence of incidents of any nature.

12 INDEMNITY

- 12.1 The Contractor including its Staff shall indemnify and hold harmless Company and its Affiliates, respective Directors, employees, officers, End Customer (**Indemnified Parties**) from and against any and all Damages, asserted against, resulting to, imposed upon, or incurred or suffered by Indemnified Parties, as a result of or arising from one or more events under these Terms which includes but not limited to (a) Persistent errors, Deficiencies, defects, or inaccuracies in the Work including bodily injury (b) any breach, default, or non-fulfilment of the Contractor's representations, warranties, covenants, or obligations under the Contract or General Terms (c) voluntary withdrawal of Work, suspension or default in performance, or delay (beyond Liquidated Damages clause) in completion of obligations (d) any act or omission of the Contractor or its staff constituting gross negligence or wilful misconduct, including damage to Company property, resources, or end-customer assets (e) any breach or violation of the Company's or End-customer's code of conduct, policies, or procedures (f) any claim or action asserted by a third party arising from Deficiencies in the Work or otherwise attributable to the Contractor's performance (g) Contractor's non-compliance with applicable laws, orders, rules, and regulations including data privacy laws, labour laws, migrant labour regulations including any liability arising therefrom.
- 12.2 The Contractor shall be solely responsible for its Staff and the Contractor shall indemnify and keep indemnified the Company against any acts, omissions, claims raised by its Staff for the performance of its obligations in terms of this Contract.
- 12.3 All indemnities provided by the Contractor to the Company under the Contract shall survive the expiry and termination of the Contract.

13 PATENT AND OTHER INFRINGEMENT

- 13.1 The Contractor shall indemnify and hold harmless Company and its Affiliates, respective Directors, employees, officers, end customer (**Indemnified Parties**) from and against any and all Damages, due to reason of any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any Work furnished or performed hereunder, and shall defend any such claim or suite and pay all costs and expenses incidental thereto; but at its option the Company shall have the right to participate in the defense of any such claim or suit without relieving the Contractor of any obligations here under.
- 13.2 If the Work performed or any part thereof, becomes, or in Contractor's reasonable opinion is likely to become, subject to a third party claim that qualifies for infringement of any copyright, trademark, patent, trade secret or other intellectual property, then Contractor shall notify the Company in writing to cease using all or a part of the Work performed, and Contractor at its cost shall use its best efforts to re-perform Work performed or similar substitute Work performed that are non-infringing to the Company.

14 LIMITATION OF LIABILITY:

- 14.1 Notwithstanding anything to the contrary, the Company's maximum aggregate liability to the Contractor, whether arising in contract, tort (including negligence), or otherwise, under or in connection with the Order shall not exceed the total basic value of Contract Price.
- 14.2 Other than expressly mentioned in the Contract, neither Party shall under any circumstances or at any time be liable to the other under or in connection with the Contract for any special or indirect loss or Damage or for any consequential loss or Damage, including but not limited to loss of profits, loss of production, reduced production or loss of contracts.

15 LEGAL AND STATUTORY COMPLIANCES

- 15.1 The Work performed by the Contractor shall comply with all central, state and local laws, ordinances, codes, rules, regulations or standards applicable to it, and shall furnish to the Company such evidence of compliance as the Company may require at any time and from time to time. The Contractor shall indemnify the Company against all damages, claims, expenses, losses arising out of Contractor's non-compliance with the laws, orders, rules, ordinances, codes and regulations.
- 15.2 The Contractor will be responsible for timely compliance of maintaining registers, documents, depositing contributions, paying fees, filing returns as specified under various Acts, Laws, and Legislations applicable to the execution of this Contract including but not limited to, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employee's State Insurance Act, 1948, Contract Labour (Regulation And Abolition) Act, 1970, Workmen's Compensation Act, 1923, Payment of Wages Act 1936, Minimum Wages Act, 1948, Payment of Bonus Act 1965, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, health and safety regulations and all such other applicable laws or any modifications thereto. It shall be the complete responsibility of the Contractor to apply and maintain all applicable Permits, Approval, License and registrations, including timely payment of applicable cess, contributions, and fees under aforesaid laws/regulations which are related to its business and /or execution of the Work.
- 15.3 Upon completion of Work, the Contractor shall, at its own cost, surrender, close or revoke all site-related permits, approvals, and licenses pertaining to Work undertaken, including those under pertaining to applicable labour laws, migrant labour regulations, and other laws/regulations specified in clause 15.2 above. Such closure or revocation shall be carried out in compliance with all applicable laws, rules, and regulations, and documentary evidence of the same shall be furnished to the Company prior to final acceptance of the Works and/or release of any final payment.
- 15.4 The Contractor shall furnish to the Company all necessary documents, information, and certifications, including but not limited to registration certificates, worker identity records, declarations of compliance, cess payment challans, safety and welfare undertakings, information related to workers, and any supporting documents as may be required to enable the Company to obtain applicable permissions, approvals, and certificates under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and Other Construction Workers' Welfare Cess Act, 1996. Any failure by the Contractor to provide such documents, information, or certifications in a timely and accurate manner shall constitute a material default of the Contract, entitling the Company to exercise all remedies available under law and the Contract, including suspension of payments, recovery of costs, and termination of the Contract wholly or partly.
- 15.5 The Contractor shall comply with all the statutory requirements applicable in order to fulfill its obligations in terms of this Contract. The Contractor has represented to the Company that it has and shall during the course of execution of this Contract comply with the applicable statutory requirements.
- 15.6 In every case in which any non-compliance of statutory requirements under this clause by the Contractor arises or by virtue of the provisions of the aforesaid act or the rules, the Company is obliged to pay any amount, expenses, penalty, cess, taxes, duties, interest due to the Contractor's failure to fulfill its obligations, the Company without prejudice to the rights of Company shall be at liberty to i) withhold from the bills of the Contractor the amount of wages as paid or the amount of expenditure so incurred, and/or ii), to recover such amount or part thereof by deducting it from any sum due by Company to the Contractor whether under the particular contract or otherwise. The decision of Company regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on Contractor.

16 SITE

- 16.1 The Contractor shall confine its operations at the Site to the limited area allocated for the Work. The Contractor shall take all necessary precautions to keep the Contractor's Equipment and the Contractor's Personnel within the site, and to keep them off adjacent areas.
- 16.2 The Contractor shall be responsible for keeping unauthorized persons off the Sites. Authorised persons shall be limited to the Contractor's Personnel, the Company's Personnel and any other personnel notified to the Contractor by (or on behalf of) the Company as being authorised personnel of the Company's other contractors on the Site.

- 16.3 Unless otherwise expressly stated in this Contract, the Contractor is responsible for the safe disposal of all waste and by-materials related to, or created by it in the execution of, the Work.
- 16.4 The Contractor shall obtain, at its risk and cost, any additional facilities outside of the Site that it may require for the purposes of the Work.

Utilities and Natural Resources

- 16.5 The Contractor shall be entitled to use, for the purposes of the Work, such supplies of electricity, water, gas and other services as may be available on the Site. The Contractor shall, at its risk and cost, provide any equipment necessary for its use of these services.
- 16.6 The Contractor shall be responsible for the provision of any other services or utilities other than stated under clause 16.5 which may require in connection with the Work.
- 16.7 Unless otherwise stated in the Contract, the Contractor shall pay all royalties, rents and other payments for:
 - a) natural Materials obtained from outside the Site; and
 - b) the disposal of material from demolitions and disposal, and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

Deliveries to Site

- 16.8 The Contractor will deliver the Work to the Site in accordance with the terms of the Contract. The Contractor shall give the Company not less than 21 days' prior written on which any Plant or other major item of goods, equipment is to be delivered to the Site. The Contractor reserves the right to deliver the plant/ equipment in separate elements by agreement with the Company.
- 16.9 Unless otherwise stated in the Contract, the Contractor shall be responsible for packing, loading, transporting, receiving, unloading (at the location within the Site specified by the Company), storing and protecting all tools and consumables and other things as may be required in relation to Work undertaken under respective Order.

17 ACCESS ROUTES

- 17.1 The Contractor shall be deemed to be satisfied as to the suitability and availability of access routes within the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.
- 17.2 The Company does not warrant the suitability or availability of any access routes to or within the Site and shall bear no liability for claims arising from their use or otherwise. All costs due to non-suitability or non-availability of such routes shall be borne by the Contractor.
- 17.3 The Contractor shall bear all costs and charges for any special or temporary rights of way required in connection with the Works, including access to the Site.
- 17.4 The Contractor shall keep the Site free from unnecessary obstruction, properly store and dispose of equipment and surplus materials, and promptly remove wreckage, rubbish and Temporary Works when no longer required.

18 CO-OPERATION

- 18.1 The Contractor shall, as specified in the Contract or as instructed by the Company, provide reasonable opportunities for the Company's personnel, other contractors, and public authorities to carry out work on or near the Site. The Contractor shall liaise, co-operate and coordinate its activities with such parties, including by making available its equipment, Work or access arrangements where required.
- 18.2 Where the Company is required to provide the Contractor with possession of any foundation, structure, plant or means of access, the Contractor shall submit the relevant documents within the agreed time and in accordance with the Company's Requirements.

19 FOSSILS AND ANTIQUITIES

- 19.1 The Contractor shall promptly place under the Company's care all fossils, coins, antiquities, or other items of geological or archaeological interest found on the Site and shall take reasonable precautions to prevent their removal or damage.

- 19.2 Upon discovery of such items, the Contractor shall notify the Company, who will issue instructions for dealing with them.

20 PROGRESS REPORTS

- 20.1 The Contractor shall prepare and submit to the Company monthly progress reports within seven (7) days of the end of each month or such other frequency required by the Company, commencing from the first calendar month following the commencement date. Such reports should continue until all outstanding work is completed. Reports shall be provided in three copies or in an electronic format agreed with the Company.
- 20.2 Each progress report shall, where requested by the Company, include details of design, procurement, manufacture, delivery, construction, erection, testing, commissioning and trial operations; photographs of progress; manufacturing status of major Plant and Materials; quality assurance documents and test certificates; lists of Variations and notices; safety and environmental statistics; and comparisons of actual versus planned progress, including any events that may affect timely completion and the measures adopted to address delays.

21 SITE WORK, PERMITS, AND STATUTORY COMPLIANCE

- 21.1 The Contractor before commencement of work and thereafter shall, at all times at its own cost, obtain and maintain all permits, work permits, licenses, approvals, e-way bills, road permits, gate passes, and statutory clearances required for transportation of materials, tools, and equipment to the end customer's site and for execution of the Work therein.
- 21.2 The Contractor shall ensure that all personnel, vehicles, and materials entering the end customer's premises are accompanied by valid documents (including work permits, ID cards, challans, e-way bills, etc.) as may be required by the end customer or by law.
- 21.3 Any delay, penalty, detention, seizure, or additional cost arising due to the Contractor's failure to provide necessary permits, or statutory documents shall be borne solely by the Contractor. The Company shall have the right to recover such costs or withhold payments accordingly.
- 21.4 The Company shall provide reasonable assistance in obtaining customer-issued permits; however, the Contractor remains responsible for timely submission of all required documents.
- 21.5 The Contractor shall strictly adhere to the end customer's site rules, safety protocols, and security requirements. Non-compliance may result in removal from site and shall be treated as a breach of contract.

22 CONTRACTOR'S REPRESENTATION AND WARRANTIES

- 22.1 The Contractor represents and warrants to the Company that it has full authority, capacity, and ability to enter into and perform its obligations under the Contract, and that the Work delivered (including any rectification or replacements thereof) shall conform to the following representations and warranties:
- a) It is a duly organized and validly existing entity under the laws of its jurisdiction of incorporation and has the full corporate power and authority to enter into the Contract and to perform its obligations hereunder.
 - b) It possesses the necessary expertise, experience, technical skills, financial strength, qualified personnel, equipment, and resources required for the proper and timely completion of the Work in accordance with the Contract and applicable Laws.
 - c) The Contractor holds all licenses, permits, registrations, authorizations, approvals, and consents necessary to perform the entire Work and is, and at all times will remain, in compliance with the terms of such licenses and all applicable laws and regulations.
 - d) It has conducted a thorough inspection of the Site, access routes, traffic volumes, and its surrounding areas including all topographical, geological, climatic, local conditions, subsoil conditions, environmental, infrastructural, and regulatory conditions and has satisfied itself as to their nature and extent. The Contractor acknowledges that it has taken these site-specific factors into account in preparing its proposal and before acceptance of Contract assumes full responsibility for any impact they may have on the cost, schedule, and performance of the Work.

- e) The Work will be performed in a professional, skillful, and diligent manner, consistent with the highest industry standards for projects of similar type, complexity, and quality.
 - f) All materials, equipment, tools and components used while performance of the Work by the Contractor will be new (unless otherwise specified), of good quality, and free from defects in design, material, and workmanship.
 - g) There is no litigation, arbitration, or governmental proceeding pending or, to the Contractor's knowledge, threatened against it that would materially impair its ability to perform its obligations. The Contractor is not insolvent, nor has it suspended payments or sought relief under any bankruptcy, insolvency, or similar law.
 - h) Neither it nor its directors, officers, the Staff has engaged, and shall not engage, in any form of bribery, corruption, facilitation payments, kickbacks, or unlawful inducements in connection with the performance of this Contract.
 - i) There are no actions, suits, claims, proceedings, or regulatory investigations pending, or to the Contractor's knowledge, threatened against or affecting the Contractor, which would or might reasonably be expected to adversely affect the Contractor's ability to perform its obligations under this Contract.
- 22.2 The above-mentioned Contractor's representations and warranties are true and correct as of the Effective Date and shall be deemed repeated on each payment milestone. These obligations shall survive the final acceptance of the Work and/or the expiry or termination of the Contract and shall remain in effect until the end of the Warranty Period.

23 HEALTH, SAFETY AND ENVIRONMENT (HSE):

- 23.1 It will be the Contractor's responsibility to ensure that adequate measures are taken for safe, healthy and work environment at all times.
- 23.2 Sufficient and precautionary measures shall be taken by the Contractor to ensure that all Staff are protected against accidents and untoward incidents. All Staff shall be medically fit to perform the duties assigned to them. Contractor's Staff shall not perform any activity or behave in a manner detrimental to health and safety regulations.
- 23.3 The Contractor and its Staff shall follow the safety regulations, HSE guidelines/policy in force or as amended from time to time. Suitable action shall be taken, for breach of safety regulations, HSE guidelines by either the Contractor or its Staff and the decision of the Company in this matter shall be final and binding.
- 23.4 The Contractor shall also ensure to take following additional minimum precautions related to Health, Safety and usage of Personal Protective Equipment (**PPE**)
- a) The Contractor shall at all times comply with the Company's **HSE** Policy, the End Customer's site-specific safety rules, and all applicable laws and regulations.
 - b) No work shall commence until the Contractor has reviewed and acknowledged in writing the site induction, permit-to-work system, and any special hazards identified by the Company or End Customer.
 - c) Prior to mobilization, the Contractor shall develop and submit comprehensive risk assessments and Safe Work Method Statements ("**SWMS**") to its Staff for all high-risk or critical tasks.
 - d) All assessments must identify potential hazards, control measures, emergency procedures, and lines of responsibility. The Company or End Customer reserves the right to review and require revisions before work proceeds.
 - e) The Contractor shall furnish, at its own expense, all PPE necessary for its personnel, subcontractors, and authorized visitors, including but not limited to hard hats, safety boots, high-visibility clothing, protective eyewear, hearing protection, gloves, and respiratory protection.
 - f) All PPE must meet or exceed relevant legal, regulatory, and industry standards, as well as the specifications in the Company's HSE Manual.
 - g) The Contractor's Staff shall wear, use and maintain required PPE at all times on the Project Site. Work must stop immediately if the correct PPE is unavailable, damaged, or unfit for purpose.
 - h) The Contractor shall conduct and document PPE-specific and task-specific training sessions covering correct selection, fitting, inspection, use, maintenance, and storage procedures.

- i) Training records shall be maintained on-site and made available to the Company or End Customer upon request.
- j) The Contractor shall implement a routine inspection program to ensure all PPE and safety equipment remain serviceable and compliant.
- k) Worn, damaged, or expired PPE must be removed from service and replaced immediately. The Contractor shall retain records of all inspections and replacements.
- l) The Contractor shall establish and communicate site-specific emergency procedures, including evacuation routes, muster points, first-aid arrangements, and spill-response plans.
- m) Regular drills shall be conducted and documented in coordination with the End Customer's emergency response team.
- n) The Company or End Customer reserves the right to perform unannounced HSE audits and site inspections to verify compliance with all safety and PPE requirements.
- o) Any deficiencies identified must be corrected immediately. Repeated or serious non-compliance may result in suspension of work, removal of personnel, or termination for cause.
- p) The Contractor shall flow down these HSE and PPE requirements to all other subcontractors and suppliers. The Contractor remains fully responsible for ensuring their compliance and for any breaches by them. Any machinery, tools & tackles, lifting tools like Pharana / crane, metal scaffolding, etc. (**Tools & Plant**) shall be inspected before and during usage of Tools & Plant through third party inspection agency.
- q) The Contractor shall provide necessary facilities to its staff such as medical facility, Safe drinking water, Ambulance, First Aid box, Stretcher at site without any extra cost to the Company.

24 FREE ISSUE MATERIALS:

- 24.1 The Company may, at its discretion, provide Free Issue Materials to the Contractor for incorporation into the Work. Such Free Issue Materials shall remain the property of the Company at all times and shall be used by the Contractor solely for the purposes of fulfilling its obligations under the Contract. The Contractor shall be responsible for the safe custody, proper storage, and appropriate handling of all Free Issue Materials from the time of receipt until their return or incorporation, as specified herein.
- 24.2 The Contractor shall be responsible to adhere following terms and conditions in relation to Free Issue Materials (**FIM**);
- a) The Contractor shall have no right, title or interest, lien or charge over any FIM, including any unused, scrap or residual portions.
 - b) Any shortages, defects or damage in the FIM must be notified to the Company immediately not later than end of working hours from the date of issue of FIM. Failure to give notice shall constitute acceptance of the FIM as delivered.
 - c) From the date delivery of FIM to till the incorporation of FIM into in the execution of the Work or return of FIM, the Contractor shall be responsible for protection, safety, handling and security of FIM in accordance with manufacturer recommendations, industry best practice and any site-specific requirements. Risk of loss, theft, destruction or damage to FIM passes to the Contractor upon receipt and remains with the Contractor until final acceptance or return.
 - d) FIM shall be used exclusively for the Work and in the sequence and quantities specified by the Company or terms of Contract.
 - e) No FIM shall be transferred, loaned or diverted to any other project or third-party without the Company's prior written consent.
 - f) The Contractor shall, at its own cost, repair, replace or make good any loss or damage to FIM, to the same specification, quality and warranty as originally supplied.
 - g) The Contractor shall maintain accurate records of FIM issued, used, installed, scrapped or returned. Periodical reports, reconciled against the Company's delivery records, shall be submitted to the Company as and when requested.
 - h) Within 5 days of final acceptance of Work, the Contractor shall return any unused or scrap FIM, properly packed and in original condition (reasonable wear and tear excepted), at no cost to the Company.
 - i) The Contractor shall include FIM in its all-risks insurance and third-party liability policies at full replacement value, naming the Company as co-insured or loss payee.
 - j) The Contractor indemnifies and holds harmless the Company from all claims, losses or liabilities arising out of the Contractor's custody, use or misuse of FIM.
 - k) The Contractor shall not assert, or permit any subcontractor or supplier to assert, any lien, charge or encumbrance of any kind over FIM, whether delivered to Site or returned.

25 CONFIDENTIALITY

- 25.1 The Contractor acknowledges that it shall have access to or be provided with Confidential Information. The Contractor agrees not to disclose the Confidential Information to third parties except its employees or consultants or representatives who are required to be informed and who have executed confidentiality Contracts with the Contractor to protect the Confidential Information of the Company.
- 25.2 The Contractor or their consultants/ employees/representatives shall neither disclose such data, information, designs, drawings, process know-how, and other such documentation to any other third party nor use it for any other purpose other than its intended use under the Contract without the written permission from Company.
- 25.3 The Contractor shall, prior to granting any Staff access to the Company's Confidential Information, require each of them to execute a written non-disclosure agreement containing at least as restrictive as those herein. The Contractor shall deliver certified copies of all such executed agreements to the Company within five (5) business days of execution and upon request.
- 25.4 Nothing contained in these General Terms shall be construed as granting or confirming any rights of ownership of the Company's Confidential Information or for any invention, discovery or improvement made hereafter, the Company shall exercise any and all rights, title, and interest therein. The Contractor shall not file, without obtaining a prior written consent from Company any patents or otherwise register any intellectual property rights, on inventions using or involving the disclosure of Company's Confidential Information.
- 25.5 The term "**Confidential Information**" shall mean any information disclosed by the Company to the Contractor in any form either written or oral and whether marked as confidential or not. The Confidential Information shall without limitation include all information whether belongs to the Company and/or its Affiliates or customer(s) or vendor(s), sample, specifications, standards, drawings, designs (whether registered or otherwise), know-how, processes, proprietary knowledge, patents, patent applications, copyright, copyright applications, trade secrets, details of specifications, drawings, financial information, information relating to procurement requirements, purchasing, manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, Contractors, vendors, customers, employees, investors or facilities, and all such information and data which is available and held by the Company on trust or as a licensee.
- 25.6 However, the following shall not be considered Confidential Information: -
- a) that which is in the public domain other than by the Contractor's breach of this Contract.
 - b) that which was previously known as established by written records of the recipient party prior to receipt from the other party;
 - c) That which was lawfully obtained by the Contractor from a third party under circumstances which caused the Contractor to reasonably believe that such disclosure and use were lawful; and
 - d) Which is disclosed to any courts/ tribunals pursuant to legal proceedings, binding orders of statutory authorities.
- 25.7 The exceptions set forth above shall apply only in the event and to the extent that the Contractor provides the Company with written documentation or records of the Confidential Information in substantially the same degree of specificity as the disclosure of the Confidential Information is made hereunder.
- 25.8 In addition to above terms and conditions, Contractor shall enter into non-disclosure agreement (NDA) in relation to confidentiality obligations. Such NDA shall be based on the terms of this clause. In case of any conflict between this clause and NDA, the terms of this clause shall prevail.

26 SUSPENSION/TERMINATION

- 26.1 The Company shall, at its sole discretion, any time during the execution of the Contract, be entitled to suspend / terminate the execution of the Order whether partly or completely. In the event of suspension / termination of the Order, the Parties shall, after mutual discussions, decide the further course of action.
- 26.2 Without limiting its other rights or remedies, the Company may terminate Order, Contract with immediate effect by providing written notice to the Contractor if:

- a) The Contractor or the Contractor Staff commit any material or persistent breach of these General Terms;
- b) Contractor fails to commence Work from Effective Date
- c) The contractor's rate of progress is not in conformity with the agreed schedule or contractual milestones
- d) The contractor has failed to complete the Work in accordance with the Contract or Order as per agreed Schedule, and liquidated damages have accrued to the maximum rate permissible under the Contract
- e) The Contractor fails to or refuses after written warning of the Company to perform its obligations under General Terms or Order;
- f) The Contractor passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- g) The Contractor ceases to carry on its business or substantially the whole of its business; or
- h) The Contractor is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- i) If the Contractor undergoes a change of Control that, in the Company's view which materially impairs the Contractor's performance of its obligations or alters the scope of work under the Order;
- j) If the Contractor sub-contracts the whole or any part of the Work without the consent of the Company.

26.3 Upon termination or expiration of the Order, the Contractor shall be obliged to:

- a) the Contractor shall promptly clear and then leave the Site, and deliver to the Company any required Goods, all Contractor's Documents and any other design documents made by or for the Contractor
- b) Contractor shall cease all further work, except for such work as may have been instructed by the Company for the protection of life or property, or for the safety of the Work
- c) Return all the Confidential Information, Intellectual Property etc. held with the Contractor.
- d) Return all such information which the Contractor and/or its staff has developed while performing its obligation under the Contract.

26.4 Notwithstanding the suspension or termination of the Contract for any reason arising from the acts or omissions of the Contractor, the Company shall retain the right to exercise its entitlements under Clause 7 and 8, as well as any other rights available to it under the Contract.

27 INSURANCE BY CONTRACTOR

27.1 From the Effective Date until completion and acceptance of Work by the Company, the Contractor at its cost shall arrange with reputable and substantial insurers to comprehensively cover the full value of the respective interests of Company, the Contractor and its employees/workers towards;

- (a) Health and accident insurance of its employees/workers in accordance with the applicable laws for the time being in force.
- (b) Safety of tools, tackles, machinery used in the execution of the Work assigned under the Order
- (c) death or personal injury
- (d) Workers' Compensation / ESI coverage as may be required under applicable laws/ regulations.

27.2 Contractor shall provide a copy of the respective insurance policies within 15 days from the Effective Date.

28 FORCE MAJEURE

28.1 Neither Party shall be responsible for delay or default in the performance of its obligations due to contingencies or unforeseeable, unavoidable, events beyond its control such as terrorist act, riot, and/or insurrection fire, flood, civil commotion, earthquake, war, strikes, lockouts, terrorism, civil unrest, earthquakes, storms, fires, pandemic, epidemic, any events at the End Customer's site adversely affecting its project/business which is unforeseeable, beyond the Company's control (**Force Majeure**). If either Party is prevented by such Force Majeure from performing its obligations under the Contract, such Party shall promptly notify the other Party of that effect. In the event such Force Majeure has continued to exist for a period exceeding three weeks at a stretch either Party may mutually decide the future course of action to be taken. In case of termination due to Force Majeure final status shall be mutually settled giving due regards to completed responsibilities of both the Parties at the time of such premature termination.

- 28.2 For the avoidance of doubt, economic hardship, Shortages or price fluctuations of resources, labour disputes, Cyberattacks, IT failures, non-compliance of laws/ regulations, events affecting Sub-Contractor of the Contractor shall not be considered a Force Majeure Event.
- 28.3 If the Contractor incurs extra costs because of the Force Majeure Event such costs will be borne solely by the Contractor.

29 SUB-CONTRACTING

- 29.1 Subject to Clause 26.2 and except where expressly stated otherwise in the Contract, the Contractor may use Sub-Contractors for the performance of whole or any part of the Works which shall be subject to the prior written consent of the Company.
- 29.2 Any sub-contracting shall not relieve the Contractor from its obligations and responsibilities under the Contract. In addition, the Contractor shall ensure compliance by each Sub-Contractor with the terms and conditions of the Contract. However, the Company shall support the Contractor for any such compliances if, and when required by law.
- 29.3 Each act or omission of each Sub-Contractor will, for the purpose of these Terms, be deemed to be the act or omission of the Contractor.
- 29.4 The Contractor shall enter into a written agreement with each Sub-Contractor and will provide copies of the same to the Company upon request. Any sub-contract of an obligation of the Contractor must impose at least the same obligations on the Sub-Contractor as are imposed on the Contractor under the Contract in respect of the sub-contracted obligation.
- 29.5 The Contractor shall only make use of Sub-Contractors who have appropriate insurance arrangements and levels of cover in force (having regard to the requirements as provided under these Terms and to the extent, scope and nature of the obligations being sub-contracted).
- 29.6 The Contractor must ensure there is no disruption in the Work when Sub-Contractors are appointed, changed or their contracts are terminated or varied.
- 29.7 The Contractor shall, at the Company's request, further document a Sub-Contractor's ability to supply and perform as required under the relevant sub-contract and the Contract.
- 29.8 If the Company is not satisfied with the performance of any Sub-Contractor then it will report its dissatisfaction to the Contractor who will promptly ensure that the Sub-Contractor in question rectifies any problems or failings or will replace that Sub-Contractor.
- 29.9 If the Contractor considers that any Sub-Contractor should be replaced then, following discussions between the Parties, the Contractor will, if the problems cannot otherwise be resolved within a reasonable time frame, terminate the sub-contract in question and will (at no additional cost to the Company) either perform the sub-contracted obligations itself or, subject to provisions of this clause, appoint a replacement. In any event, the Company can require a Sub-Contractor to be immediately replaced if that Sub-Contractor breaches any of the provisions of the Contract relating to health and safety or compliance of Applicable Laws.

30 CHANGE ORDER

- 30.1 The Company may, at any time by written notice, make changes by altering, adding to, or reducing the scope of the Work, or changing the Specifications, packing and shipping instructions, time and/or place of delivery, quantities, sequencing, or accelerating Work under the Order ("**Change Order**").
- 30.2 Such changes shall be initiated by written Order of the Company and the Contractor shall submit the proposed cost or credit to the Company for any changes in the Work within five (5) working days after receipt of the written order. In the absence of any response or confirmation from the Contractor, the Change Order shall, forthwith upon issuance, be deemed valid, effective, and binding on the Contractor. No change to the cost or schedule of the Work shall be binding upon the Company unless approved in writing by the Company. The Contractor shall be paid for any additional Work by an amount to be determined, at the Company's option.

- 30.3 Change Orders agreed between the parties or once effective shall constitute a full & final settlement and accord and satisfaction of all effects of the change as described in the Change Order and shall be deemed to compensate the Contractor fully for such change.

31 RELATIONSHIP

- 31.1 The Contractor is engaged as an independent contractor, and nothing in this Contract shall create or be deemed to create a joint venture or partnership or the relationship of principal and agent or employer and employee between the Parties herein.
- 31.2 Under no circumstances shall the Contractor's personnel be deemed employees, representatives entitled to receive any salary, allowance, benefit, or other emoluments as provided by the Company to its own employees.
- 31.3 The Contractor's personnel are, and shall remain, under the sole employment, direction, and control of the Contractor, which shall be solely responsible for their wages, benefits, statutory contributions, insurance, discipline, and all other obligations as an employer.
- 31.4 The Contractor and/or its employees, representatives shall not be entitled to, by act, word, deed or otherwise to make any statement on behalf of the Company or in any manner bind the Company or hold out or represent that the Contractor is representing or acting as an agent of the Company.

32 DATA PROTECTION AND PRIVACY

- 32.1 The Contractor shall comply with all applicable data protection and privacy laws, including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 (as applicable and as amended from time to time).
- 32.2 The Contractor shall:
- a) process personal data solely for the purpose of performing its obligations under the Contract;
 - b) implement appropriate technical and organizational security measures to protect data against unauthorized access, disclosure, alteration, or destruction;
 - c) ensure that access to such data is restricted to authorized personnel on a need-to-know basis.
- 32.3 The Contractor shall notify the Company and relevant statutory authorities within 24 hours of becoming aware of any actual or suspected data breach affecting Company data and/or End Customer data.
- 32.4 The Contractor shall not, without the prior written consent of the Company, directly or indirectly transfer, store, process, or otherwise handle any data outside India or disclose such data to any third party.
- 32.5 The Contractor shall, at all times, comply with all applicable laws, regulations, rules, and governmental requirements relating to data protection, privacy, and information security, as may be in force and as amended, re-enacted, or replaced from time to time.
- 32.6 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

33 ARBITRATION

- 33.1 If any claim, dispute or difference shall arise between the Parties hereto arising out of and /or relating to and/or concerning and / or in connection with this Contract, the same shall be referred to arbitration to Sole Arbitrator jointly appointed by both Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any re-enactment thereof. The venue and seat of such arbitration shall be Pune, and the arbitration shall be conducted in English language. The award of the Arbitrator shall be final and binding on the parties. The Contractor shall continue to provide agreed Work, except insofar as the same directly related to the matters in dispute, differences or claims.

34 GOVERNING LAW AND JURISDICTION

- 34.1 This Contract, shall be interpreted, construed and governed by the laws of India and subject to Arbitration the courts in Pune shall have exclusive jurisdiction.

35 OTHER TERMS AND CONDITIONS:

- 35.1 The Contractor shall not be entitled to assign or transfer its rights and obligations under General Terms to third parties.
- 35.2 If any provision of this Contract is held by any court or other competent authority to be null and void or unenforceable in whole or in part, these General Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision unless any provision so declared as null and void should be deemed so essential that the contract cannot stand without it.
- 35.3 Any notice or other information required or authorised by these General Terms to be given by either Party to the other may be given by registered post or facsimile transmission provided a copy of the same is sent by registered post subsequently to the other Party at the address intimated by the Parties.
- 35.4 All remedies of either Party under the General Terms whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 35.5 The Contractor shall not have a lien on the Work delivered or under progress under the Contract.
- 35.6 These General Terms may only be amended or modified by an instrument in writing of equal formality, signed by the duly authorised representatives of the respective Parties herein except that the annexure hereto, can be updated at regular intervals by written letter from one Party to the other and duly acknowledged by both Parties' representatives.
- 35.7 The rights and remedies of the Company under the Contract are in addition to, and not exclusive of, any rights or remedies at law.
- 35.8 No relaxation, forbearance, delay or failure of Company to exercise any right or remedy available to it hereunder shall constitute a waiver of it or them and any of Company's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to Company to the effect that such rights are cumulative and not exclusive of each other.
- 35.9 The Contractor shall not refer to the Order, General Terms or reference the Company, its subsidiaries and affiliates, directly or indirectly, in its advertising or promotional materials or in any form of so called "social media" without the Company's prior express written consent.
- 35.10 The Contractor agrees to maintain and regularly update a Business Continuity Plan that ensures the continuation of services in the event of disruption or difficulties. The Contractor shall provide a copy of the plan to the Company upon request and adhere to the same.
- 35.11 The Contractor shall comply with all requirements of the Company's Code of Conduct, policies and any statutory/ regulatory, notifications applicable to the Work, from time to time.
- 35.12 The Contractor shall at all times comply with the Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, and all other applicable anti-bribery and anti-corruption laws and regulations in any jurisdiction relevant to the performance of this Contract. The Contractor shall not, directly or indirectly, offer, promise, give, request, or accept any undue advantage, bribe, facilitation payment, or improper benefit of any kind to or from any Person.
