



# UNITED GLOBAL CORPORATION LIMITED


(FORMERLY UNITED INFRA CORPORATION BANGALORE LTD)

(ISO 9001:2008 AND OHSAS 18001:2007 CERTIFIED)

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## WORK ORDER

<b>Issuer</b> <b>United Global Corporation Limited</b> Formerly Known As United Infra Corp. (BLR) Ltd. # 399, White Gold ,1st Floor 24th Cross, Bsk 2nd Stage, Bangalore-560070 GSTIN : 29AABCU5251F1ZC TAN : BLRU02926A State Name : Karnataka, Code : 29 Email: accounts@lpgroup.co.in		<b>Work Order No.</b> UGCL/P-0049/WO/21-22/0011	<b>Dated</b> 03-06-2021	
			<b>Other Reference(s)</b>	
		<b>Supplier's Ref./Order No.</b>	<b>Destination</b> Somanahalli	
		<b>Despatch through</b>		
<b>Receiver</b> <b>Yogesh B.E.</b> TUMKUR, TUMKUR - 572118 Mob : , GSTIN/UIN : N/A State Name : Karnataka, Code : N/A		<b>Terms of Delivery</b> <b>Payment Terms : Payment Terms As Specified in Annexure A</b> <b>Job No : BWSSB CP-08 - CP-08, Supplying, Fabrication and Laying of Clear Water transmission Main from harohallu to Vajrahalli, Under JICA loan ID - P266, Vide Noti: IFB No. BWSSB/CE (K)/ACE (K)-1/TA-111991019-20 Dt: 26-04-2019</b>		
<b>Sl No.</b>	<b>Description of Services</b>	<b>Rate</b>	<b>UOM</b>	<b>Amount (Rs)</b>
1	Labour Contract	1953000.00	Lumpsum	1953000.00
<b>Terms and Conditions</b> 1. Annexure A,B & C Are Integral Part of This Work Order				
E. & O.E				
<div style="text-align: right;"> <b>For United Global Corporation Limited</b>            Authorised Signatory       </div>				

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| KARNATAKA | TELANGANA | ANDHRA PRADESH | ORISSA | MEGHALAYA | TAMIL NADU | CHATTISGARH |

| WATER & IRRIGATION WORKS | BUILDINGS | ROADS | INDUSTRIAL CONSTRUCTION | MANUFACTURING | POWER |

REGISTERED OFFICE : NO. 399, WHITE GOLD, 1ST FLOOR, 24TH CROSS, BANASHANKARI 2ND STAGE, BENGALURU - 560 070  
PHONE : 080 - 26718888/89, EMAIL : VAMSI@LPGROUP.CO.IN. CIN : U45209KA2012PLC067045. GSTIN : 29AABCU5251F1ZC



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## ANNEXURE-A

### COMMERCIAL TERMS and CONDITIONS

Sl.No	Terms and Conditions	Accepted Terms
1	<b>Billing Name &amp; Address</b>	<b>United Global Corporation Limited</b> Billing Address: Formerly Known As United Infra Corp. (BLR) Ltd., # 399, White Gold ,1st Floor, 24th Cross, Bsk 2nd Stage, Bangalore-560070, GSTIN: 29AABCU5251F1ZC, TAN: BLRU02926A, State Name : Karnataka, Code : 29, E-Mail : accounts@lpgroup.co.in
2	<b>Contact Person Details</b> <b>Name</b> <b>Contact No.</b>	Saikethan 8880790460
3	<b>Gst</b>	Inclusive
4	<b>Payment Terms</b>	30 Days on submission of Bills
5	<b>Description / Nature of Work</b>	Labour Contract
6	<b>Location of Work</b>	Somanahalli
7	<b>Site Working Conditions</b>	Good
8	<b>Other Conditions</b>	

*M. Vinay Kumar*

Receiver's Signature

Authorised Signatory

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**ANNEXURE-B**

**GENERAL TERMS AND CONDITIONS**

GTC WODocument No. : UGCL/P-0049/WO/21-22/0011  
Contractor : United Global Corporation Ltd.  
Sub-Contractor : Yogesh B.E.  
Date : 03-06-2021

United Global Corporation Ltd has been entrusted the work "BWSSB CP-08" by the SPML Infra Limited / BWSSB.

These General Terms and Conditions are applicable to all Work Orders issued by M/s. United Global Corporation Ltd. to Yogesh B.E. during the tenure of the project and thereafter till defect liability period or O&M handover as applicable from the date of these General Terms and Conditions stated hereinabove and shall be read in conjunction with the said Work Order, the Special Conditions, Specifications, drawings and/or any other document attached to or enclosed with the Work Order and shall form an integral and binding part of the Work Order placed on the Subcontractor.

Each Work Order, and other documents included therein or attached or enclosed with Work Order, together with terms of these general terms and condition of WorkOrder, constitutes a separate Work Order Contract (hereinafter referred to as 'Work Order Contract') that will be effective upon issue of Work Order to the Sub - Contractor with respect to performance of work as described in the Work Order.

Each Work Order shall be governed by the terms of these General Terms and Conditions of Work Order. In the event of any conflict, discrepancy, inconsistency or ambiguity between the terms of these General Terms and Conditions of Work Order and any other documents, then the priority shall be as follows: (1) Employer Work Order & terms; (2) Other enclosure or Annexure or attachment to Work Order; and (3) These General Terms and Conditions of Work Order.

The Subcontractor shall return the copy of these General Terms & Conditions of Work Order duly accepted without any deviations for further processing at Contractor's end. The General Terms and conditions of Work Order would be deemed to be accepted if signed and stamped acceptance/acknowledgement copy is not received within 4 working days the Subcontractor accepts the Work order or receives payments. Failure to return these General Terms & Conditions / Contract doesn't diminish Subcontractor's responsibility of executing the services required as per the Work Order Contract.

Contractor and Subcontractor shall hereinafter individually referred to as Party and collectively referred to as Parties.

1. **DEFINITIONS:** In these General Conditions and in any Work Order issued by Contractor to Subcontractor, the following words and expressions shall have the meanings hereby assigned to them:

**1.1 ACCEPTED SUBCONTRACT AMOUNT:** 'Accepted Subcontract Amount' means either the Lump Sum Amount or the total sum derived from the multiplication of quantities of such item and its rates accepted by the Contractor and after deduction of all rebates/debits as per the Accepted Priced Bill of Quantities of the Subcontract stated in or enclosed with the Work Order for the execution and completion of Work fit for the purpose including the remedying of defects therein in accordance with Clause 7 - 'The Scope of Work' of these Conditions.

**APPLICABLE LAWS:** 'Applicable Laws' mean all laws, brought in to force and effect by Government of India or the State Government or the local bodies including rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, applicable to the Work Order Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of to the Work Order Contract and shall include its statutory modifications, amendments, re-enactments, consolidations and substitutions as may be in force from time to time.

**CLIENT:** 'Client' means the Government/ Government Body/ Company/ Association of Persons/ Proprietary Firm/ Partnership Firm/ Individual or any other person, as notified to the Subcontractor from time to time by the Contractor and includes \_\_\_\_\_ ( Employer/ EPC Contractor ) and the legal successors in title to, or assignees of such person.

**ENGINEER/ CONSULTANT:** "Engineer" means the Independent Engineer or Consultant or Representatives or project monitoring team appointed or authorized by the Contractor or Employer.

**MAIN CONTRACT:** Main Contract means the Agreement dated 29/09/2018 entered into between United Global Corporation Ltd and \_\_\_\_\_ read together with (i) Agreement dated 24/09/2018 executed by \_\_\_\_\_ & Employer along with all its recitals, schedules and any amendments thereto made in accordance with the provisions contained in Concession Agreement.

*M. Vinay Kumar*

Receiver's Signature

Authorised Signatory

KARNATAKA	TELANGANA	ANDHRA PRADESH	ORISSA	MEGHALAYA	TAMIL NADU	CHHATTISGARH
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**CONTRACTOR:** 'Contractor' means United Global Corporation Ltd, having its Office situated at No.399,1st Floor, 24th Cross, Banashankari 2nd Stage, Bangalore, India - 560070 and shall deem to mean and include its successors and assigns.

**CONTRACTOR'S AUTHORIZED REPRESENTATIVE:** 'Contractor's Authorized Representative' means the Contractor's Project In- Charge or any other person appointed or authorized by Contractor's Project In- Charge.

**CONTRACTOR'S AUTHORIZED SIGNATORY:** 'Contractor's Authorized Signatory' means the Contractor's Authorized Officer authorized to sign on behalf of Contractor.

**CONTRACTOR'S ENGINEER:** 'Contractor's Engineer' means the 'Project In Charge' of the Contractor and/or the person specifically appointed and authorized by the Contractor to act as Contractor's Engineer for the purposes of the Work Order or other person appointed from time to time by the Contractor and notified to the Subcontractor.

**PERMANENT WORKS:** 'Permanent Works' mean the permanent works to be executed (including without limitation, all permanent structures and all work intended to form a continuing function after completion of the Works) in accordance with the Work Order.

**SPECIFICATIONS:** 'Specifications' shall mean the various technical and other specifications attached and referred to in the Enquiry or Main Contract or Work Order or these General terms and conditions and any additions or modifications to the Specifications in accordance with the Main Contract and shall include the directions, requirements and provisions furnished or approved in writing by the Contractor's Engineer or the Engineer as the case may be. It shall also include the latest editions including all addenda / corrigenda or relevant Indian Standards specifications & Bureau of Indian Standards, etc. as applicable.

**SUBCONTRACT WORKS OR WORKS:** 'Subcontract Works' or 'Works' mean the work(s) to be executed, items and / or activities to be carried out and / or services to be performed in accordance with the Work Order or part(s) thereof as the case may be and shall include all permanent and temporary works or extra or additional or altered or substituted works as required for the purposes of completion of the entire work contemplated under the work order and performance of the work order and urgent measures which in the opinion of the Contractor become necessary during the process of work to obviate any risk of accident or failure and shall include completion of the Works fit for the purpose as per the Main Contract entered in to between the Client and the Contractor with respect to the performance of work as described in the Work Order including the remedying of defects therein.

**SUBCONTRACTOR:** 'Subcontractor' means \_\_\_\_\_ having its Office situated at \_\_\_\_\_ whose offer has been accepted by the Contractor and named as Subcontractor in the Work Order and includes Subcontractor's legal heirs, representatives, successors the legal successors in title to this (these) person(s), but not (except with the prior written consent of the Contractor) any assignee of this (these) person(s).

**SUBCONTRACTOR'S DOCUMENTS:** 'Subcontractor's Documents' mean the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature, if any, supplied by the Subcontractor under the Work Order.

**SUBCONTRACTOR EQUIPMENT:** Subcontractor equipment mean all apparatus, plant, equipment, machinery, vehicles, tools, tackles, and other things required for the execution and completion of the Subcontract Works fit for the purpose and the remedying of defects therein and which belong to and/or is provided by the Subcontractor. However, Subcontractor's equipment excludes temporary works, Employer's and/or the Contractor's equipment, if any; plant, materials and any other things intended to form or forming part of the Permanent Works.

**TEMPORARY WORKS:** 'Temporary Works' mean all temporary works of every kind (other than Subcontractor's Equipment) required on Site for the execution and completion of the permanent works and the remedying of defects therein.

**TIME FOR COMPLETION:** Subcontractor's 'Time for Completion' means the time for completing the Subcontract Works fit for the purpose or a Section/Milestone thereof (as the case may be) where Milestone completion dates are stipulated, as stated in the Work Order and shall always include the mobilization period and monsoon period as well.

**WORK ORDER:** 'Work Order' means work order issued from time to time by Contractor to sub-contractor during the period from the tenure of the project and thereafter till defect liability period or O&M handover as applicable from the date of these General Terms and Conditions of Work Order for execution and completion of the specified part or portion of the scope of the Main Contract and includes all documents like the Work Order placed on the subcontractor, the special conditions of the Work Order, the accepted rates or the Accepted Priced Bill of Quantities of the Work Order and the further documents and enclosures or annexure or schedules, if any, which are listed in or attached to the Work Order and other documents connected with the issue of work order and orders, acceptance and the written specifications, drawings, technical data and other documents instructions, change orders, directions issued by the Contractor /

Employer / Engineer for the execution and completion of the specified part or portion of the scope of the Main Contract.

**WORK ORDER CONTRACT :** 'Work Order Contract' shall mean and includes (i) Work Order, the Special Conditions of the Work Order and the further documents and enclosures or annexure or schedules , if any, which are listed in or attached to the Work Order or any other documents connected with the issue of Work Order , the accepted rates or the Accepted Priced Bill of Quantities of the Work Order, acceptance and the written specifications, drawings, technical data and other documents instructions, change orders, directions issued by the Contractor / Employer / Engineer for the execution and completion of the specified part or portion of the scope of the Main Contract and (ii) these General Terms and Conditions of Work Order. Each Work Order, together with other documents included therein or attached with Work Order together with these general terms and condition of Work Order , constitutes a separate Work Order Contract ( hereinafter referred to as 'Work Order Contract') that will be effective upon issue of Work Order to the Subcontractor with respect to performance of work as described in the Work Order.

M. Vinay Kumar

Receiver's Signature

Authorised Signatory

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2. **INTERPRETATION :** In these General Terms and Conditions, except where the context requires otherwise, words imparting the singular also include the plural and vice versa. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. Any reference to a statutory provision shall include such provision as is from time to time modified or amended or re-enacted or consolidated or substituted so far as such modification or amendment or re-enactment or consolidation or substitution applies or is capable of applying to any transactions entered into hereunder. The rule of construction or interpretation, if any, that a contract should be interpreted against the Party/Parties responsible for drafting and preparing the Contract shall not apply.
3. **PRIORITY OF DOCUMENTS :** The documents forming the Work Order Contract, listed in the Work Order are to be taken as mutually explanatory of one another unless otherwise provided in the Work Order. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence : (i) The Work Order & Employer Work Order terms; (ii) The Special Conditions of Work Order, if any; (iii) The Specifications of Subcontract (shall include Technical Specifications with respect to the Subcontract Works) ; (iv) The Subcontract Drawings ; (v) The Priced Bill of Quantities ; (vi) Any other document forming part of the Work Order ; (vii) These General Conditions of Work Order. If an ambiguity or discrepancy is found in the documents, the Contractor's Engineer shall issue any necessary clarification or instruction which shall prevail.
4. **REPRESENTATIONS AND WARRANTIES :** Unless otherwise intimated in writing by the sub-contractor to the Contractor during the tenure of these General Terms and Condition, the Subcontractor hereby , represents, warrants and confirms to the Contractor that :  
it is duly organized and validly existing under the Laws of India and has full power and authority to execute and perform its obligations under the Work Order Contract and to carry out the transactions contemplated thereby;  
it has taken all necessary corporate and other action under the Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the Work Order Contract; it has the financial standing and capacity to undertake the execution of Works subcontracted to it under the Work Order Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and its obligations under the Work Order Contract shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof; it is subject to the Laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of the Work Order Contract or matters arising there under including any obligation, duty, responsibility or liability hereof;  
the execution, delivery and performance of the Work Order Contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the constitutional documents of the Subcontractor or any Applicable Laws or any covenant, contract agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected ; there are no actions, suits, proceedings, or investigations pending or, to the Subcontractor's knowledge, threatened against it under the Applicable Laws or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which individually or in the aggregate may result in the breach of or constitute a default of the Subcontractor under the Work Order Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations, duties, responsibilities or liabilities under Work Order Contract .  
there are no actions, suits, proceedings or investigations pending to the Subcontractor's knowledge, threatened against it under the Applicable Laws or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any material impairment of its ability to perform any of its obligations, duties, responsibilities or liabilities under the Work Order Contract ;  
it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government or Government Instrumentalities which may result in any material adverse effect on its ability to perform its obligations, duties, responsibilities or liabilities under to the Work Order Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations, duties, responsibilities or liabilities under the Work Order Contract ;  
it has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations, duties, responsibilities or liabilities under the Work Order Contract ;  
no representation or warranty by the Subcontractor contained herein or in any other document furnished by it to the Contractor or to any Government or Government Instrumentalities in relation to applicable permits, licenses or approvals contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;  
Sub-Contractor hereby admits and acknowledges that it has gone through all the above main contract documents executed between (i) Employer / EPC Contractor and Contractor, which shall govern the execution of works, thoroughly and understood the timeline, risks and costs involved in execution of Works; and hereby agrees to bear all kinds of risks, liabilities, costs and consequences arising out of execution of works under this agreement to the extent of scope of works.

M. Vinay Kumar

Receiver's Signature

Authorised Signatory

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the Subcontractor acknowledges that prior to accepting work order issued by Contractor to sub-contractor under these General terms and conditions, the Subcontractor shall carry out a complete and careful examination, make an independent evaluation of the Work Order, the Scope of the Work, the Specifications and the Standards, the drawings, the Site, local conditions, physical properties/ characteristics of ground, subsoil and geology; traffic volumes and all information provided by the Contractor and shall determine to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations, duties, responsibilities or liabilities there under. The Subcontractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby acknowledges and agrees that the Contractor shall not be liable for the same in any manner whatsoever to the Subcontractor or any person claiming through or under any of them.

In the event that any of the representations or warranties made/given by the Subcontractor ceases to be true or stands changed, it shall be the responsibility of the Subcontractor to promptly notify the Contractor of the same in writing. The Subcontractor shall indemnify and hold the Contractor harmless against and from the consequences of any such failure and any such failure shall constitute an event of default by the Subcontractor and the consequences there under shall be entirely to the account of the Subcontractor.

**5. SUBCONTRACTOR'S GENERAL OBLIGATIONS :** The Subcontractor's general obligations, duties, responsibilities and liabilities shall include, but not limited to, the following:

The Subcontractor shall comply with all Applicable Laws in the performance of its obligations, duties, responsibilities and liabilities under the Work Order Contract. The Subcontractor shall comply with all applicable permits, licenses and approvals in accordance with Applicable Laws in the performance of its obligations, duties, responsibilities or liabilities under the Work Order Contract. The Subcontractor shall make or cause to be made, necessary applications to the relevant Government and other Government Instrumentalities with such particulars and details, as may be required for obtaining all applicable permits, licenses or approvals under Work Order and obtain and keep in force and effect all such applicable permits, licenses or approvals in conformity with the Applicable Laws. The Subcontractor shall, not later than 30 (thirty) days from the date of issue of the Work Order, obtain all such applicable permits, licenses or approvals under the Work Order from time to time unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such applicable permits, licenses or approvals shall be kept in full force and effect for the relevant period during the subsistence of the Work Order. The Subcontractor shall be solely responsible and undertakes the obligation to ensure all statutory and legal compliances (including but not limited to obligations under all the labour and industrial Laws). Notwithstanding any other provision contained herein to the contrary or otherwise, all statutory and legal compliances shall be sole responsibility and obligation as well as liability of the Subcontractor. In the event of any failure of the Subcontractor as regards any of the statutory or legal compliances, the Subcontractor shall indemnify and hold the Contractor / Client harmless against and from the consequences of any such failure and any such failure shall constitute an event of default by the Subcontractor and the consequences there under shall be entirely to the account of the Subcontractor.

The Subcontractor after receiving possession of the site or part thereof, ensure that such site remains free from all encroachments and take all steps necessary to remove encroachments, if any. The Subcontractor shall be fully responsible for the security and presence on or around or entry in or around the project site or any other interference with or affecting the project site or the execution of the Works by or caused by any protestor or trespasser or for the act, omission, or default of any such person during the contract period for the land handed over to the Subcontractor. Any such interference shall not be a breach of the obligations of the Contractor to provide access to the Project Site.

**DRAWING & DOCUMENTATION:** All works under the Work Order shall be executed as per the specification and the drawings issued for construction. Drawings shall be issued progressively to meet the project requirement. Sub-Contractor shall have no right for any claim arising out of delay in release of drawings. Nothing extra shall be paid for this and this shall be deemed to have been taken in account in the quoted rates. Sub-Contractor shall treat all documents, specifications, drawings and contents therein as private and confidential.

**CODES & STANDARD:** The sub-contract works shall be executed in full compliance with the specifications, relevant codes, standards and to the entire satisfaction and approval of the Employer/ Engineer. Workmanship should be ensured it is the best in the industry. The sub-contract works shall be carried out as per the specifications and approved drawing laid down by these General Terms and Conditions / Work Order / by the Employer / Consultants. In the absence of specifications, and after approval of Contractor's Engineer, relevant Indian Standard Code of practice prescribed by relevant regulatory authority including but not limited to MoRTH, IRC, BIS etc. together with their latest revisions/amendments as applicable on the date of Work Order shall be followed. In the absence of the relevant I.S. code of practice, the instructions of the Contractor's Engineer and after approval of Contractor's Engineer, standard engineering practice shall be adopted. In case of contradictions/conflicts between the specifications, the interpretation of the Contractor's Engineer shall be final and binding. Method statement shall be prepared for all items of work and Contractor's Engineer shall approve the same. Standby machinery shall be maintained at site for any breakdown requirements. Subcontractor shall prepare shop drawings for all such items of work desired by Contractor's Engineer /Employer/Consultant, which shall be duly approved before commencement of such items of work. Sub-Contractor shall co-operate completely to bring about overall quality of the project.

M. Vinay Kumar

Receiver's Signature

Authorised Signatory

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The Subcontractor shall give prompt prior notice to the Contractor of any error, omission, fault or other defect in the design of or the Specification for the Subcontract Works which it may discover when reviewing the Work Order and/or the Main Contract or executing the Subcontract Works. The Subcontractor shall be responsible for the adequacy, stability and safety of design (to the extent specified), all methods of construction and all Site operations. The Subcontractor shall be responsible for all Subcontractor's Documents, Subcontractor's Equipment, Temporary Works, and such design of each item as is required for the item to be in accordance with the Work Order Contract.

The Subcontractor shall, with due care and diligence, design (to the extent of scope of the Work Order), execute and complete the Works fit for the purpose in accordance with the Work Order and with the Contractor's Engineer's instructions and shall remedy any defects in the Works. The Subcontractor shall execute the Subcontract Works as per the terms and conditions of the Work Order Contract, specification, the Drawings, the Bill of Quantities, and best workmanship. Any modifications / additions/ changes necessary as per the opinion of the Contractor's Engineer and/or the Specifications or drawing shall be conveyed to the Subcontractor and the same shall be adhered to by the Subcontractor. The Subcontractor shall not make any changes, whatsoever, unless instructed/ permitted in writing by the Contractor save and except changes necessary to correct errors or omissions.

**QUALITY ASSURANCE:** The subcontractor shall strictly follow the Quality Control measures established by Contractor / Employer. The Subcontractor shall institute a Quality Assurance System to demonstrate compliance with the requirements of the Work Order. The System shall be in accordance with the details stated in the Work Order Contract. The Contractor's Engineer/ Engineer / the Consultant/ the Employer shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Contractor's Engineer before each design and execution stage is commenced. When any document of a technical nature is issued to the Contractor's Engineer, evidence of the prior approval by the Subcontractor itself shall be apparent on the document

itself. However, notwithstanding submission of the above documents by the Subcontractor or any review and comments/observations by the Contractor's Engineer or failure of the Contractor's Engineer to review or provide comments/observations thereon; the Subcontractor shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligations, duties, responsibilities or liabilities under the Work Order Contract and that the Contractor shall not be liable for the same in any manner whatsoever.

The Subcontractor may take up the execution of the Works itself or be entitled, in turn, to engage its subcontractors to undertake the execution of the Works subject to aggregate sum of all such subcontracted works by it shall not exceed 25% (Twenty Five Percent) of the Accepted Subcontract Amount. For the purpose of this Clause, subcontracting will not include provision of workmen/labour, purchase of materials and Transportation of Materials. Provided that, appointment of any such subcontractor or supplier shall be only with the prior written consent of the Contractor. The Subcontractor shall submit to the Contractor particulars of its subcontractors or suppliers it proposes to employ and the extent of scope of each subcontractor/supplier's gross order value to enable the Contractor to provide his approval or consent or otherwise. Subcontracting of Works in excess of the above specified limit at any stage of the Projector not obtaining prior written approval or consent from the Contractor shall constitute breach of the Work Order Contract by the Subcontractor. However, notwithstanding any such submission of the above particulars by the Subcontractor or any approval or consent or disapproval by the Contractor's Engineer or failure of the Contractor's Engineer to approve or give consent or otherwise, the Subcontractor shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligations, duties, responsibilities or liabilities under the Work Order Contract and that the Contractor shall not be liable for the same in any manner whatsoever. Further the Subcontractor shall be responsible for the acts, defaults, omissions, and neglects of any of its subcontractor or supplier, their agents, or workmen, fully and to the extent as if they were the acts, defaults, omissions, or neglects of the Subcontractor itself.

**SAFETY :** The Subcontractor shall (i) comply with all applicable safety regulations ; (ii) take care for the safety of all persons entitled to be on the Site ; (iii) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons ; (iii) provide fencing, lighting, guarding and watching of the Works until completion and taking over ; (iv) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land and (v) strictly comply with the Employers Agreement and Contractor's manual and instructions for 'Safety, Health and Environment'.

**ENVIRONMENTAL PROTECTION:** In addition to the strict compliance of all the Applicable Laws, Employers Agreement and the Contractor's Manual and instructions for 'Safety, Health and Environment'; the Subcontractor shall ensure and take all required steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Subcontractor shall ensure that emissions, surface discharges and effluent from the Subcontractor's activities shall not exceed the values stated in the Specification or prescribed by the Applicable Laws.

*M. Vinay Kumar*

Receiver's Signature

Authorised Signatory

| KARNATAKA | TELANGANA | ANDHRA PRADESH | ORISSA | MEGHALAYA | TAMIL NADU | CHATTISGARH |

| WATER & IRRIGATION WORKS | BUILDINGS | ROADS | INDUSTRIAL CONSTRUCTION | MANUFACTURING | POWER |

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**UNITED GLOBAL CORPORATION LIMITED**

(FORMERLY UNITED INFRA CORPORATION BANGALORE LTD)

(ISO 9001:2008 AND OHSAS 18001:2007 CERTIFIED)