

Company Name : JMC PROJECTS (INDIA) LIMITED
Project Code : 2208
Project Name : WATER SUPPLY KORAPUT PROJECT
Branch Office & Division : WATER SUPPLY (INDIA) / Water

Doc. No. : FPR-AA-01

Date :

Contract/Order : 4200029100

Amendment : 1

Date : 03-Aug-2021

Amendment Date : 29-Oct-2021

WORK ORDER

Vendor Name and Address :	Project Address :	Contact Details :
3000040217 GAMOSS PRIVATE LIMITED FLAT NO-104, 1ST FLOOR,LALITA RAJ APARTMENT,CHANKYA NGAR, KUMHRAR,Patna,Patna,800026,Bihar GST / VAT No : 10AAICG4013G1ZA PAN No. : AAICG4013G Contact Person: Phone No. : Fax No : Contact Email : info@gamoss.com	JMC PROJECTS (INDIA) LIMITED C/o. WATER SUPPLY KORAPUT PROJECT KORAPUT WATER SUPPLY PROJECT,PLOT NO 237, KHATA NO 92/154,A R ENTERPRISES, MAUJA DULLAGUDA,BLOCK BORIGUMMA,KORAPUT,BORIGUMMA,764056,Odi sha GST / VAT No. : 21AAACJ3814E1Z9 PAN No. : AAACJ3814E Contact Person : Email ID : Phone No.:	RFQ No: RFQ Dt: Vendor Quotation no: Contact Person : Phone No. : Email ID :

Currency : INR

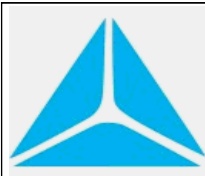
Dear Sir /Madam,

With reference to your quotation and discussion held with you, kindly start following works as per rates and Terms & Conditions mentioned here under. Kindly send us order confirmation.

Sr.	Item Description	SAC Code	Qty	UoM	Rate(INR)	Amount(INR)
A	HOUSE CONNECTION SERVICE	995424				
1	1047012 : L-HOUSE SERVICE CONNECTION Charges for excavation and Backfilling at ferrule point for 1-Pit Work includes excavation of pit for ferrule point installation, and backfilling after completion of work manually with required Tools and tackles complete suitable for single or multiple ferrule points.		800.000	EA [each]	150.00	120,000.00
2	1047012 : L-HOUSE SERVICE CONNECTION Excavation & backfilling Charges for Every extra Ferrule connection in the same pit		1,200.000	EA [each]	60.00	72,000.00
3	1047012 : L-HOUSE SERVICE CONNECTION Labours Charges for fixing of fittings at ferrule point:- Work includes providing 5mm dia hole on pipe, fixing of PP Saddle to it's alignment with rubber gasket, installation of Ferrule, compression joint with HDPE pipe including consumables, machineries, manpower, tool and tackle. JMC's scope:- Supply of PP saddle, Ferrule only will be provided by JMC at JMC store.		6,500.000	EA [each]	75.00	487,500.00
4	1047001 : Laying & Jointing HDPE Pipe upto 100mm Excavation, Laying and backfilling of 20 mm HDPE pipe Connection:- Scope includes excavation, laying of pipe line in 450mm depth, Backfilling of excavated location along with all manpower, machineries, tools and tackles as required. JMC's Scope:- 20mm HDPE pipe will be provided by JMC at JMC store. Shifting from JMC store to work site is in vendor's scope and same is included in the rate.		112,500	M [Meter]	10.00	1,125,000.00
5	1047012 : L-HOUSE SERVICE CONNECTION Transportation for FHTC work:- Transportation of Pipes, fittings, stand post, its base and other necessary materials from stock yard to site.		2,600.000	EA [each]	50.00	130,000.00
6	1047012 : L-HOUSE SERVICE CONNECTION Installation and connection of FHTC:- Scope includes Exvation & backfilling for stand post, fixing of precast stand post & it's base, HDPE pipe connection and tap connection with all necessary manpower, machineries, tools and tackles. JMC's scope:- CI Handle Cock, 15mm GI socket, 20 mm compression coupler		5,600.000	EA [each]	75.00	420,000.00

Regional Office : 6TH FLR, KALPATARU SYNERGY,OPP. GRAND HYATT, VAKOLA.,SANTACRUZ, MUMBAI,400055

Corporate Address : JMC Projects (India) Ltd, Kalpataru Synergy, 6th Floor, Opp. Grand Hyatt, Santacruz (East)<,> Fax: +91-22-30643888. Website: www.jmcprojects.com



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	will be provided by JMC. Shifting from JMC store to work site is in vendor's scope and same is included in the rate.					
7	1047012 : L-HOUSE SERVICE CONNECTION CC road/Bitumen road cutting and restoration only:- Scope includes breaking of CC/Bitumen pavement, excavation to complete the crossing work, restoration of road by concreting with materials cement, aggregate, sand as required. All are included in rate and in vendor's scope. Work has to be completed as per instruction of engineer in charge with all tools and tackles. Average 2 Nos crossings required per location.		1,900.000	EA [each]	350.00	665,000.00
	Total of HOUSE CONNECTION SERVICE					3,019,500.00
B	HDPE Exc Laying Joint & Testing	995424				
1	1047001 : Laying & Jointing HDPE Pipe upto 100mm Manual Excavation & laying backfilling for HDPE-90 mm dia pipe		30,000	M [Meter]	94.94	2,848,200.00
2	1047007 : L-Hydro testing of HDPE pipe Hydrotest for HDPE-90 mm dia pipe executed through Manual Excavation		10,000	M [Meter]	16.75	167,500.00
3	1047002 : Laying & Jointing HDPE Pipe 100-200mm HDPE Pipe line Laying & Jointing- 110 Manual Excavation		11,000	M [Meter]	99.98	1,099,780.00
4	1047002 : Laying & Jointing HDPE Pipe 100-200mm HDPE Pipe line Laying & Jointing- 125 Manual Excavation		4,200	M [Meter]	118.42	497,364.00
5	1047002 : Laying & Jointing HDPE Pipe 100-200mm HDPE Pipe line Laying & Jointing- 140 Manual Excavation		4,200	M [Meter]	120.70	506,940.00
6	1047002 : Laying & Jointing HDPE Pipe 100-200mm HDPE Pipe line Laying & Jointing- 160 Manual Excavation		4,200	M [Meter]	126.55	531,510.00
7	1047001 : Laying & Jointing HDPE Pipe upto 100mm Excavation, Laying, jointing & Backfilling of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge. 1. Cover over the pipe 1 m 2. From 90 to 160 dia width of excavation width is taken as 300mm 90 mm Dia PN6/PN8 Kg/Cm2		4,000	M [Meter]	52.70	210,800.00
8	1047002 : Laying & Jointing HDPE Pipe 100-200mm Excavation, Laying, jointing & Backfilling of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge. 1. Cover over the pipe 1 m 2. From 90 to 160 dia width of excavation width is taken as 300mm 110 mm Dia PN6/PN8 Kg/Cm2		2,000	M [Meter]	54.40	108,800.00
9	1047002 : Laying & Jointing HDPE Pipe 100-200mm Excavation, Laying, jointing & Backfilling of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge. 1. Cover over the pipe 1 m 2. From 90 to 160 dia width of excavation width is taken as 300mm 125 mm Dia PN6/PN8 Kg/Cm2		1,000	M [Meter]	104.55	104,550.00
10	1047002 : Laying & Jointing HDPE Pipe 100-200mm Excavation, Laying, jointing & Backfilling of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and		1,000	M [Meter]	106.25	106,250.00

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<p>Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge. 1. Cover over the pipe 1 m 2. From 90 to 160 dia width of excavation width is taken as 300mm</p> <p>140 mm Dia PN6/PN8 Kg/Cm2</p>						
11	1047002 : Laying & Jointing HDPE Pipe 100-200mm		1,000	M [Meter]	116.45	116,450.00
<p>Excavation, Laying, jointing & Backfilling of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer-In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge. 1. Cover over the pipe 1 m 2. From 90 to 160 dia width of excavation width is taken as 300mm</p> <p>160 mm Dia PN6/PN8 Kg/Cm2</p>						
12	1047001 : Laying & Jointing HDPE Pipe upto 100mm		2,000	M [Meter]	18.00	36,000.00
<p>Laying, jointing of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge.</p> <p>90 mm Dia PN6/PN8 Kg/Cm2</p>						
13	1047002 : Laying & Jointing HDPE Pipe 100-200mm		2,000	M [Meter]	19.50	39,000.00
<p>Laying, jointing of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge.</p> <p>110 mm Dia PN6/PN8 Kg/Cm2</p>						
14	1047002 : Laying & Jointing HDPE Pipe 100-200mm		1,000	M [Meter]	34.00	34,000.00
<p>Laying, jointing of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge.</p> <p>125 mm Dia PN6/PN8 Kg/Cm2</p>						
15	1047002 : Laying & Jointing HDPE Pipe 100-200mm		1,000	M [Meter]	34.50	34,500.00
<p>Laying, jointing of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge.</p> <p>140 mm Dia PN6/PN8 Kg/Cm2</p>						
16	1047002 : Laying & Jointing HDPE Pipe 100-200mm		1,000	M [Meter]	38.00	38,000.00
<p>Laying, jointing of HDPE Pipes of various diameters including, transportation of pipes from Subcontractor yard to site location, specials fixing, hydro testing & commissioning, water for hydro test etc. complete as per technical specifications & instructions of the JMC's representative and Engineer In-Charge. - The work should be done with full satisfaction of Engineer-In-Charge.</p> <p>160 mm Dia PN6/PN8 Kg/Cm2</p>						
Total of HDPE Exc Laying Joint & Testing						6,479,644.00
C	CC Road Cutting	995431				
1	1025039 : L- CUTTING OF RCC/CC ROAD		1,100	M3 [Cubic meter]	500.00	550,000.00
Total of CC Road Cutting						550,000.00

Cost Summary :

Total Amount	10,049,144.00
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Discount @1.00 %	-100,491.44
IGST @18.00 %	1,790,757.46
Round-off	-0.02
Gross Total : One Crore Seventeen Lakh Thirty Nine Thousand Four Hundred Ten Rupees	11,739,410.00
Hold / Retention Amount	
1. Retention @5.00 %	497,432.63
2. Performance Retention	0

Important Notes:

1. Kindly acknowledge the receipt of this order.
2. All annexures enclosed are forming part of this Order.
3. Order reference & HSN/SAC CODE shall be mentioned on invoices and All Documents, If applicable.
4. Please refer Annexure II for general terms and conditions Governing this sale.
5. All the Special Terms and Conditions are as per Annexure I Attached.
6. All the invoices shall carry tax registration details else Taxes will not be reimbursed, if applicable.
7. Documents supporting the delivery of material / services Shall accompany all the invoices.
8. The detailed Terms and Conditions mentioned therein shall govern this Purchase Order and no other document shall be entertained for interpretation and understanding of this PO.

For, JMC PROJECTS (INDIA) LIMITED

Prepared By

Checked By

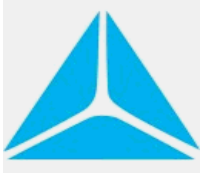
Authorized Signatory

Subject to Mumbai Jurisdiction only

NOTE : PLEASE ATTACH ONE COPY OF ORDER WITH BILL

For, 3000040217 GAMOSS PRIVATE LIMITED

Authorized Signatory
Stamp & Signature



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Annexure:-

ANNEXURE - I : Special Terms & Conditions

ANNEXURE - II : General Terms & Condition

ANNEXURE - III : Reason for Amendment

Contract/Order : 4200029100

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ANNEXURE - I : Special Terms & Conditions

1	Other Terms	<p>RATES:- Rates includes excavation, pipe laying, jointing, hydro testing including special fixing <(>&<)> to provide necessary manpower assistant for pipe unloading at Subcontractor Yard. Scope of JMC Included Loading and shifting of pipes of all dia from stores to Subcontractor Yard. <(>,<)></p> <p>FREIGHT:- From Subcontractor yard to Work site is included in Above working,<(>,<)></p> <p>Transportation from JMC Store Yard to Sub Contractor Yard:- Pipe will be delivered at single location at subcontractor yard on prior intimation by Subcontractor. No idle charges will be considered against non-availability of pipes.<(>,<)></p> <p>Transportation from Sub Contractor Yard to Work site:- Pipe from subcontractor yard to Work site will be done by agency with his own arrangement. <(>,<)></p> <p>GST:- Extra as per govt Norms. GST Amount will be paid with Running Bill. Vendor has to submit the GST return proof of previous month bill before processing of Bill of current month. The current month bill won't be processed if vendor fails to submit the proof of GST return of previous month.<(>,<)></p> <p>INSURANCE:- Included,<(>,<)></p> <p>PAYMENT TERMS:- Bill has to be certified by Engineer in Charge and submitted by 25th of every month. Payment will be processed against monthly RA Bill (within 7 days after certification) - 85% payment shall be released after pipe Excavation, laying, Jointing <(>&<)> back filling - 15% payment shall be released after hydro-test,<(>,<)></p> <p>Advance Terms:- <(>,<)></p> <p>Delivery <(>&<)> Mobilization schedule:- Immediate,<(>,<)></p> <p>Rate VALIDITY:- Till completion of work,<(>,<)></p> <p>Mobilization Advance:- Not Applicable,<(>,<)></p> <p>Ad hock Payment:- Not Applicable,<(>,<)></p> <p>Retention:- 5% of contract value till DLP (12-Months),<(>,<)></p> <p>Secured Advance:- Not applicable,<(>,<)></p> <p>Performance BG:- N.A,<(>,<)></p> <p>Liquidated Damages: - 1% per week upto maximum 5% of contract value,<(> ,<)></p> <p>Water, Electricity <(>&<)> labor accommodation:- In sub-contractor scope.<(>,<)></p> <p>Additional discount:- 1% additional discount to be deducted from each RA bills.<(>,<)></p> <p>EPF <(>&<)> ESI of workmen:- In Scope of Vendor, Vendor has to provide the PF ESI details for engaged workmen. Failing to provide the details will cause deduction of same amount from RAB.<(>,<)></p> <p>Escalation:- Not acceptable.</p> <p>Safety PPEs:- All the PPEs required during the execution period is in vendor's scope and same is considered in the rate. PPEs provided to agency will debited from the RA bills with 10% admin charges.</p>
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ANNEXURE - II : General Terms & Condition

These Conditions shall be applicable when JMC Projects (India) Ltd. (hereinafter referred to as "Contractor") place a Work Order / Contract on any party in India and/or outside the territory of India (hereinafter referred to as the "Sub-Contractor").

1. SCOPE OF WORK ORDER (WO).

As mentioned in Special Conditions of Work Order and Bill of Quantities (BOQ) and Schedule of Work or Work Program.

2. ACCEPTANCE OF WORK ORDER.

On signing of Work Order (WO) by the Contractor and Sub-Contractor, both the Parties are bound by the terms and conditions as mentioned in this General Terms and Conditions including the Special Terms and Conditions, Technical Specifications, estimated BOQ attached with the WO and any other document specifically admitted by the Parties, therein.

3. Commencement and Completion:

Commencement and Completion of the Project shall be as per the Special Condition of Work Order or as per the Schedule of Work or Work Program approved by Contractor or agreed between the parties.

4. DOCUMENTS FORMING PART OF WORK ORDER.

Unless otherwise specified in Special Conditions of Work Order or in letter of Work Order, the following documents shall be considered as part of Work Order and reference of Work Order shall mean and include any or all of the following documents.

I. Letter of Work Order,

II. Special Conditions of WO

III. General terms and Conditions of WO,

IV. Bill of Quantities (BOQ),

V. Written Instructions by Site In-Charge or Engineer In-Charge

VI. Technical Specifications, including drawings and designs,

VII. Additional Technical Specifications,

VIII. Any other document/s forming part of the WO expressly mentioned and agreed between the parties.

5. PRIORITY OF DOCUMENT

In the event of conflict amongst the various documents forming part of the Work Order, the Order of precedence of documents shall be as mentioned in clause 3 above, unless and otherwise stated in the Special Conditions of Work Order.

6. HEADINGS

The headings in this Work Order are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

7. The Parties agree that the documents mentioned above at clause: no. 3 are only the document of this Work Order and no document other than those covered under Work Order shall be entertained, referred and considered for discussion and or for any other matter. In other words, all mails, communications and discussions happened or exchanged prior to finalisation/signing of this Work Order shall not be considered as a part of this Work Order unless and until it is specified under the Work Order.

8. The Work Order expressly limits acceptance to the terms and conditions stated herein. Other than the Conditions specifically agreed by the Parties in Work Order, General Terms and Conditions of Work Order, Special Conditions of Work Order or in any other document specifically agreed between the Parties, subject to such document is made the part of the Work Order, any additional or different terms or conditions of the Sub-Contractor shall not form part of the same, unless expressly assented to in writing by the Contractor.

9. Facilities:

The Sub-Contractor shall be liable to arrange the place for stay of Labour or Employees employed by him. The Labour and Employees of the Sub-Contractor shall only be allowed to stay at the Labour Colony provided by the Contractor only as per the provision of Special Condition of Work Order. The Sub-Contractor shall be liable for maintenance and upkeep of such labour colony and shall also ensure the hygiene and cleanliness of such labour colony. The Sub-Contractor shall hand over the vacant possession of the Labour Colony to the Contractor after the Completion of the Work or on the earlier termination of the Work Order.

The Contractor shall provide the Electricity and Water at one point at the site for Work, the Sub-Contractor shall be liable to distribute the same as per requirement at its own cost.

10. Resources for Work:

The Sub-Contractor shall be liable and responsible to arrange the plant & machinery, tools & tackles and all other equipment or any other resource required for the proper and efficient execution of the work and completion of scope of the work at its own cost. Sub-Contractor shall be liable to inform the details of the resources brought on site to the Contractor. Sub-Contractor shall have to get the permission in writing from the Contractor before removing such resources from the site. The Contractor shall have lien over such resources of the Sub-Contractor during the period of execution of the Work or any extended period.

The Sub-Contractor shall ensure the presence of its representative at the project site during the execution of the Work.

In case, the Contractor issues the tools & tackles, plant and Machinery, material or Equipment to the Sub-Contractor for execution of the work, the Sub-Contractor shall have to take the proper care of the same and any loss, damage to the same shall be recovered from the Sub-Contractor. The charges of such Tools & Tackles, plant and machinery, material, or equipment shall be recoverable as per the Special Conditions of Work Order.

In case earlier termination of the Work Order or abandonment of Work by the Sub-Contractor, Contractor shall have lien over such resources and Contractor shall have the right to use such resources for completion of the Work in the Scope of Sub-Contractor.

11. TECHNICAL SPECIFICATIONS

The Sub-Contractor shall execute the work as prescribed in the BOQ, Technical specifications or any instructions given by the Contractor or any authorized representative. Any instruction given by the Contractor or its representative shall be final and binding on the Sub-Contractor and any disregard of such instruction shall be considered as the breach of the Sub-Contract.

12. Taxation:

a) The billing address shall contain the address of the site where works has to be executed by the Sub-Contractor.

b) The Invoice from the Sub-Contractor shall contain GST no. (Specific to the state from where billing is done) of the Sub-Contractor. The Invoice from the Sub-Contractor shall also contain the GST No. of JMC (Specific to the State where the work is executed).

c) The GST (IGST or CGST/SGST) amount is to be shown separately on the invoice. The GST Charged shall be on the basis of HSN/SAC Code applicable to the item of supply.

d) A Credit note/ Debit note/ Supplementary Invoice shall be raised in case price of supply or service undergoes a change due to any reason.

e) The Sub-Contractor shall file his GSTR-1 as per certified invoices within the due date which is subsequently reflected in GSTR 2A made available electronically to enable JMC to claim credit of the GST charged. JMC shall have the right to retain the GST component on the invoice till the time same is appropriately uploaded on the GSTN portal and reflected in GSTR-2A. Any penal action (interest or penalty) or disallowance on account of default made by the Sub-Contractor in uploading the details or filing Tax returns, would be recovered from the vendor and Sub-Contractor hereby agrees to indemnify the Contractor and agree to keep Contractor indemnified against any such claim, penalty, interest from any Authority due to the failure of Sub-Contractor in fulfillment of its obligation.

f) In case the subcontractor is not a GST registered dealer, Contractor would be liable to pay GST under reverse charge mechanism and undertake other prescribed compliances. In such cases, Subcontractor shall declare the same at the time of issuance of order and shall not charge any tax on supply of goods / services to JMC. Where the vendor fails to inform JMC that he is an unregistered dealer, the vendor shall be liable to reimburse for loss of any input tax credit, interest or penalty levied by the tax authorities on such supplies of goods and services.

13. PAYMENT

Sub-Contractor shall submit the monthly Running Account Bill (RA Bill) by the 5th of every Calendar Month for certification by the Contractor. The Contractor shall certify the Bill as per the measurement certified by the Client or Engineer/Consultant appointed by Client or in any manner stipulated in the Special Condition of the Work Order.

Contractor shall pay the due amount after making necessary recoveries and/or deductions as per terms of this Work Order for the work executed by the Sub-Contractor as per the Scope of the Work and certified by the Contractor/Client/Engineer/Consultant or otherwise agreed between the parties, as per the time and manner specified in the Special Conditions of Work Order. It is agreed that Contractor shall pay the due amount on submission of entire required document along with the RA Bill and in absence of all or any one document Contractor shall not be liable to adhere to the provision mentioned herein. And, for delay in payment of any of the RA Bills due to delay in submission of the required document/s by the Sub-Contractor the Contractor shall not be liable for any interest charges, claims, damages.

The Sub-Contractor shall distribute the salary/wages to the Labour/worker and other employees engaged by it, in presence of the representative of Contractor, who shall issue a certificate to such effect and shall be recorded in the Muster Roll. In case of failure of payment of salary or wages to the Workers/Labour, if Contractor pays the same or any demand is raised against the Contractor the Contractor shall have the right to recover the same from the payment due to the Sub-Contractor or recover the same from any security submitted by the Sub-Contractor.

Contractor shall have no liability for payment for the Work Executed by the Sub- Contractor, not in accordance with the Specifications mentioned in BOQ, Technical Specifications, Special Conditions of the Work Order, or any other instruction issued by the authorized representative of the Contractor or the work or any portion of the work not certified by the Client/Employer/ Engineer or Consultant as the case may be. Such work or any portion, as the case may be, not certified or rejected by the Contractor /Client /Employer /Engineer /Consultant, the Contractor shall not be liable to make any payment. Sub-Contractor shall have to remove such work at Sub-Contractor's expense, and Sub-Contractor shall further have to re-execute such rejected work, up to the satisfaction of the Contractor/Employer/Client or its Engineer/Consultant. For such re-work the Sub-Contractor shall be liable for any additional cost incurred for the such Re-Work. Subject to other provisions of the Work Order, Sub-Contractor agrees to indemnify the Contractor against any Penalty/cost/levy/damages recovered by the Client/Employer or for any loss caused because of such rejected work.

To avoid delays in payments the Sub-Contractor shall mention complete Work Order number and item codes on bills and correspondence. The Sub-Contractor shall mention correctly the name of the company, address and GST registration number on the tax invoices/Bills. Payment of the Sub-Contractor's bills/invoices shall be effected as per the period mentioned in the Special Conditions of the Work Order, which period shall be taken from the receipt of the Sub-Contractor's relevant bills/ invoice by the Contractor's Accounts Department or certification of the Bills by the concerned authority. Payment of any item under this Work Order shall not constitute acceptance of the Work executed thereof. In case of delay in payment due to any unavoidable circumstances, Sub-Contractor shall not be liable to get any interest on outstanding amount from Contractor.

In the event of any dispute between the Contractor and Sub-Contractor with respect to the Work Executed or other related matters, the Contractor may, at their discretion, pay the undisputed amount and the Contractor and the Sub-Contractor shall promptly seek to resolve the disputed matter. Non-payment of bills/tax invoice by the Contractor in such circumstances shall not constitute a default or breach of contract.

The Sub-Contractor shall be responsible for all taxes, cess, charges, levies, duties, assessments, deductions of every nature required by law in connection with the provision of services.

In no event shall the Contractor be responsible for any taxes based on the Sub-Contractor's net income or gross receipts, or other such taxes based on the Sub-Contractor doing business in any particular jurisdiction. The Contractor shall make all deductions on payment of Bills/Invoices as required by law for the time being in force, and provide the Sub-Contractor with the requisite certification for deduction of tax at source.

14. INVOICING INSTRUCTION

Tax-Invoice should be made in name of the company and address of the company as mentioned on the Work Order Header or in the Special Condition of Work Order and should be

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delivered within 7 days of certification of the work executed, by the Contractor/Client/Employer/Engineer/Consultant to Concern official of the Contractor as mentioned on Work Order or Special Conditions of Work Order.

It is essential that the Sub-Contractor should mention the item No., item code along with corresponding work description, quantity, rate as per BOQ and Work Order No., Challan no. with date etc. on invoice in the same sequence as mentioned in Work Order.

Invoices shall be fully supported by the following document(s) and any other document (s) specified in the Special Conditions of Work Order.

a) Joint Measurement Report

b) Test Certificate, if applicable.

c) Bill duly certified by the Contractor/Engineer.

d) The word TAX INVOICE shall be mentioned on the top of the invoice.

e) Sub-Contractor shall clearly indicate Tax rates and the tax amount thereof separately.

j) Invoice shall be duly signed and stamped by the Sub-Contractor or his authorized representative.

15. INTEREST ON DELAY PAYMENT: - There shall be no interest payable on delayed payment until and unless specified in Special Conditions of PO.

16. Performance Guarantee:

The Sub-Contractor shall submit a performance security in the form of unconditional Bank Guarantee issued by a Nationalized Bank within the time and for the amount specified in the Special condition of Work Order. If no time and amount is mentioned in the Special Condition, this clause shall not be applicable. The Contractor shall return the Performance Bank Guarantee within 28 days after the expiry of Defect Liability Period whichever is later. If Sub-Contractor fails to submit this Guarantee within the period specified in the Special Conditions of Work Order, to the Contractor then Contractor shall not pay any amount until the Sub-Contractor submits Performance Bank Guarantee.

17. ADVANCE PAYMENT

The interest bearing advance payment shall be made to the Sub-Contractor, if specifically agreed in the Special Conditions of Work Order as per the rates mentioned in the Special Conditions. If no rate of interest is given in Special Conditions then, 10% per annum shall be applicable. The Advance so made to the Sub-Contractor shall be deducted from the subsequent RA bills on Pro-rata basis in such a way that it shall be recovered when 80% of the works is completed. Contractor shall release the Advance Payment only on submission of Unconditional Bank Guarantee issued by the Nationalized Bank, duly approved by the Contractor, by the Sub-Contractor, which shall be valid till the issuance of completion Certificate.

18. CHANGE IN LAW OR SUBSEQUENT LEGISLATION

"Change in Law" means the occurrence or coming into force of the following, at any time after the date of Acceptance of the Work Order:

(a) any new tax which is imposed after the due date of acceptance of Work Order

(b) change in the rate of any existing tax after the date of acceptance of Work Order.

Unless otherwise contrary mentioned in the Special Conditions of Work Order, no additional payment shall be made on account of any variation or change in the Tax, duties, rates, costs of services or raw material, cess, transportation etc. due to Change in Law. However, in case of reduction in Taxes, Duties and Levies etc., the savings of the same shall be passed on to Contractor.

19. RETENTION MONEY

Contractor shall retain the amount equivalent to the percentage mentioned in the Special Conditions of Work Order, and deduct from the RA Bills. Such interest free Retention Money shall be payable to the Sub-Contractor on successful completion of the Defect Liability Period. In case of failure of Sub-Contractor in remedying the defects notified under the Defect Liability Period or any breach of any of the terms and conditions of this Work Order, the Contractor shall remedy the defect such cost shall be recovered/adjusted from the retention money. If any excess payment has been made by the Contractor at any particular month then in such case the amount shall be recovered/adjusted from the Retention Money.

20. LIQUIDATED DAMAGES

Subject to Force Majeure clause, if the Sub-Contractor fails to execute the work within the time period(s) specified in the Work Order/Special Conditions, without prejudice to other remedies available under the Work Order, the Contractor shall be entitled to impose and recover Liquidated Damages on the Sub-Contractor at the rate specified in the Special Condition of Work Order. Once the maximum is reached, as mentioned in the Special Conditions, the Contractor may consider termination of the Work Order/Contract. The recovery will be effected while releasing of dues of the Sub-Contractor and/or deposits of the Sub-Contractor and/or from any other security held by the Contractor under the Work Order.

21. VARIATION

Contractor reserves the right at any time to make changes in any one or more of the following:

I. Specifications, drawings and data incorporated in this order

II. Quantity, Quality or specifications of work mentioned anywhere in the Work Order or methodology for execution of the Work defined under the Scope of Work.

III. Time of execution of the Work mentioned in the Scope of Work.

Any subsequent change in the terms of this Work Order by way of adding to altering or rescinding the any terms shall be made only in writing and shall be deemed to have been incorporated herein and shall be treated as a part of the Work Order.

22. PRICE ADJUSTMENT/ESCALATION

SUB-CONTRACTOR agrees that the Price(s)/Rate(s) stated in Work Order shall be firm and valid during the validity of the Work Order as well as during the extended period, if any, approved by the Contractor. The prices shall be fix and shall not be subject to Price Adjustment or Escalation unless otherwise stated in Special Conditions of Work Order. It is agreed between the parties that the rates mentioned in the Work Order shall be inclusive of all taxes, levies, royalties, cess, costs, expenses, transportation, tools, tackles, cost and maintenance of plant and Machinery, etc. (except GST, which is required to be charged separately wherever applicable) applicable in the State as per laws, bye-laws and Rules of the Central Government, State Government and/or local authorities.

It is also agreed that the cost of labour, other than Tools and Tackles, plant and machinery and/or material, required for the execution of the Work shall be included by the Sub-Contractor and no additional charges shall be paid to the Sub-Contractor by the Contractor in case of change in the cost by any effect of Legislation or market forces. .

23. COMPLETION PERIOD AND CONDITIONS

Sub-Contractor shall have to execute the work as per the Work Schedule/Work Program, if any, agreed by the Parties or as per the instruction of the Contractor. The Sub-Contractor has to achieve the intermittent milestones as per the Work Schedule/Work Program agreed by the Parties. The Work Schedule agreed by the parties shall be of the essence and shall not be subject to change unless the Contractor instructs change or deviation in the time lines. The Sub-contractor shall complete the works as per time mentioned in Special Conditions or any subsequent instruction.

The Sub-Contractor shall have to execute the Work under the Work Order strictly in accordance with the terms of the Work Order and/or specified in the Technical Specifications, Drawings, designs or any other instructions. Work not executed in the accordance with the specifications, drawings, designs approved by the Contractor/Client/Employer or Engineer/Consultant appointed by for the purpose, shall liable to be rejected. The Sub-Contractor shall be liable to remove and re-execute the rejected work at its own cost and expenses.

Time is of essence of the performance of this Work Order and in the event, the work not executed as per the specifications, in the specified time, and in the agreed quantities, then the Contractor may at its discretion terminate this Work Order forthwith. In case of the event where the Sub-Contractor has executes the works and deviates than the agreed specifications, then the Contractor, at its own discretion, shall reject the work done and shall deduct reasonable amounts from the payment to the Sub-Contractor and Contractor shall also have the right to get the work executed from any other source in Market at the risk and cost of the Sub-Contractor. Decision of the Contractor in such cases shall be final and binding on the Sub-Contractor.

Neither party shall be liable for excess cost of deliveries or defaults due to causes beyond its control and without fault or negligence, provided however, that when the Sub-Contractor has reason to believe that the execution will not be made as scheduled, written notice setting forth the cause of anticipated delay shall be given immediately to the Contractor.

24. EXTENSION OF TIME

Extension of Time (EOT) may be granted by the Contractor on its sole discretion for the reason not attributable to the Sub-Contractor but without any additional cost for execution of works, or for achieving any milestones or over all completion of the works as agreed between the parties. It is agreed between the parties that the Sub-Contractor has considered this provision while quoting his rates under this Work Order. Approval of EOT would be given in writing by the authorised person only, of the Contractor and no other implied communication shall be considered as approval of EOT.

25. INSURANCE

The Sub-Contractor shall be liable to take comprehensive insurance cover for its material, Plant and machinery, tools and tackles, Employees, workers etc. if any, at its own cost. Sub-Contractor shall take the insurance policy against the Third Party claims. Further the Sub-Contractor shall also insure all the employees employed by it required by the law in force for the time being.

26. SEVERABILITY

In the event of any one/more of the provisions of this Work Order shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions of this work Order shall be unaffected and shall be deemed to be enforceable. The invalid, illegal or unenforceable provisions shall be replaced by mutually acceptable valid provisions.

27. Interface:

The Sub-Contractor shall work at the site in Harmony with the other Sub-Contractors appointed by the Contractor or the Client. The Sub-Contractor shall take care of the work executed by the other Sub-Contractors or Contractor. The Sub-Contractor shall execute the work in such a way that the work of the other Sub-Contractors or the Client or the Contractor shall not get hampered. In case of any loss or damage caused to any of the Sub-Contractor or the Contractor or the Client due to the negligence of the Sub-Contractor, the Sub-Contractor shall be liable to indemnify or rectify the same as the case may be.

The Sub-Contractor shall closely co-ordinate with the Contractor regarding the safety, security, health and environment as per the Policy of Contractor. Any event or accident occurred at site shall be immediately reported to the contractor. Any non-compliance shall be liable to penalty as per the Special Conditions of Work Order.

28. Compliance of Policies:

The Sub-Contractor shall diligently follow the Policies framed by the Contractor for Health Safety and Environment, Fraud, Security and other statutory policies during the execution of the work. In case of any breach of any of the policy shall attract the Penalty mentioned in the Special Conditions of Work Order on every single incident, which shall be recoverable or adjustable from the payment due to the Sub-Contractor or from any security submitted by the Sub-Contractor. The decision of such non-compliance shall be taken by the Site In-Charge or the Project Manager or any Authorized Representative of the Contractor, which shall be final.

The Sub-Contractor shall ensure the presence of all the labour or the newly engaged labour or worker in the training program convened by the Contractor and shall ensure the compliance of such instructions of the training by the Labour or Worker engaged by the Sub-Contractor.

Sub-Contractor shall also ensure the safety compliance regarding the traffic, safety of public or any instruction of the Site In-Charge or Project Manager or any Representative of the Contractor all times during the execution of Work. Sub-Contractor shall make special arrangements for female employees, labour, workers employed by it, and for children or infants brought by them at the site or labour colony.

29. BUSINESS ETHICS

Contractor requires that the Sub-Contractor, including any person acting on their behalf, observe highest standard of ethics during the procurement and execution of the Work Order. In pursuance of this policy, Contractor shall be within their right to reject a proposal for award, or terminate the Agreement, Sub-Contract or Work Order, without any liability on Contractor, if it determines that the Sub-Contractor or its any of the representative are engaged in corrupt or fraudulent practices.

30. STATUTORY COMPLIANCES

The Sub-Contractor shall in its performance of the Work Order and carrying out of the scope of works ascertain and comply with the Applicable Laws. The Sub-Contractor shall indemnify the Contractor, their Affiliates and sub-contractor's directors, officers, employees and agents against losses, claims and liabilities, including any governmental penalties and sanctions payable to

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a Competent Authority, together with any legal expenses incurred in connection therewith, to the extent arising out of any failure of the Sub-Contractor, any Supplier/Vendor or their respective agents or employees to comply in the performance of the Work Order.

If the Sub-Contractor finds any divergence between the Applicable Law and the Scope of Work or the Technical Specifications (other than Change in Law) they shall immediately give to the other Party written notice specifying the divergence. The Sub-Contractor shall promptly upon becoming aware of the same, inform the Contractor in writing of its proposed amendment for removing the divergence, and with the Contractor's consent the Sub-Contractor shall entirely at their own cost and expense complete the Works in accordance with the amendment.

31. LABOUR LAWS

The Sub-Contractor shall be liable to ensure all the Licenses and Permissions and compliance of other laws/rules/notifications of the Central or State Government or any Local Authorities, from the respective Authorities applicable for his scope of work and other laws for the time being in force.

The Sub-Contractor shall comply with all the relevant labour Laws applicable to the Sub-Contractor's Personnel, including Laws relating to their employment, health, safety, Environment, welfare, immigration and emigration, and shall allow them all their legal rights. The Sub-Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

For allotted / assigned job work, Sub-Contractor shall be solely responsible for taking all the necessary safety precautions for all the labours engaged directly/ indirectly by him. Sub-Contractor shall be responsible for cover all labours engaged directly or indirectly by him under ESIS & PF Acts and any other such prevailing Acts and proof of the same shall be produced before commencing the work. The Sub-Contractor shall submit the proof of compliance for previous month for all such labour laws along with RA Bill.

Sub-Contractor shall be solely responsible for any compensation towards their labours appointed directly or indirectly, which may arise due an accident of fatal or non fatal by nature during execution of the assigned job.

32. Sub-Contractor shall be responsible for practicing and following all the safety norms and standards laid by Contractor time to time, upon breaching of which, Contractor may terminate above said Work Order/ Contract or may impose penalty for the same which shall be recovered from any pending invoices / bills due to the Sub-Contractor. In case of the termination of Work Order / Contract Contractor shall not be liable to pay any compensation towards cancellation of the job / work assigned to the Sub-Contractor.

33. CANCELLATION/TERMINATION OF WORK ORDER

The Contractor shall have the right to cancel or rescind this Work Order in full or in part (at the discretion of the Contractor) by a written notice to the Sub-Contractor in the event of:

- I. Failure on the part of the Sub-Contractor to comply with the terms and conditions of the Work Order.
- II. Failure on the part of the Sub-Contractor to execute the work in time and/or failure to give replacement of defective work promptly.
- III. Sub-Contractor becoming bankrupt or insolvent.
- IV. Contractor does not require work for change in requirement or any order received from the Employer/Owner of the project for which the Work Order was made.
- V. In case of any event otherwise mentioned in the Work Order.

In the event of cancellation the Contractor shall be entitled to execute the work through other sources and recover the excess amount, if any, over the Work Order price from the Sub-Contractor, reserving the right to any or all of the following remedies,

- I. Forfeiture of the security, if any.
- II. Invoking of the provision of penalty and compensation, if any, for delayed delivery/execution.
- III. Damages for non-execution by way of difference between the market price and compensation for loss of production and consequently for loss of profit to the Contractor.
- IV. Full refund of the advance payment if any paid by the Contractor.

34. WORK SHALL BE ACCEPTED SUBJECT TO,

Providing as build drawing or SHOP Drawing as the case may be along with corresponding material description, specifications, quantity etc. on Drawings, in three copies at its own cost.

35. REJECTIONS AND REPLACEMENT

The Contractor shall have the right to withhold payment for Work found not in conformity with the Contractor's specification irrespective of the certification and payment. The rejected Work shall be replaced at the cost of Sub-Contractor within time intimated by the Contractor.

Contractor shall be entitled to recover or deduct from the bills of the Sub-Contractor, all costs, if any, incurred by the Contractor in respect of rejected Work including but not limited to the cost of replacement of the rejected work and any expenses incurred to carry out test either at Contractor's testing facility or any other test facility appointed by the Contractor.

It is also agreed that the Contractor shall be entitled to recover losses and/or rectification -expenses, which may occur due to execution of poor quality work discovered at later stage from Sub-Contractor, over and above the cost of the execution of the work.

36. DEFECTS

The Sub-Contractor warrants that the work executed under the Work Order is of best quality using the best workmanship and best industry practice and as per the approved design and materials unless provided otherwise in the Work Order. The Work executed under this Work Order shall have no defect arising from standard materials or workmanship or from any act of omission of the Sub-Contractor that may develop under normal use of the executed Work in the conditions obtaining at Site. Work will be under defect notification for a period of 12 months from date of completion of the Works and issuance of Completion certificate by the Contractor unless and until contrary mentioned in the Special Condition of Work Order.

37. The Work shall be capable of being kept to the intended use in accordance with the requirements of the Work Order and Good Industry Practice consistent with the Contractor's/ Client's/Employer's/End User's directions specifications; and the goods shall comply with the provisions of the Applicable Laws in effect on the date of taking over of the goods.

38. The Sub-Contractor shall be responsible for promptly making work by replacement, repair and/or modification, as per the instruction of the Contractor at its expense any Defect in any part of the work which may appear during the Defect Liability Period in relation thereto and which arises from any failure to comply with the provisions of Defect clause hereof.

39. If the Sub-Contractor fails to commence and proceed diligently with the remedy of any such defects within 30 (thirty) days or as required by the Contractor, from receipt of notification thereof from the Contractor, the Contractor may remedy the defect at the Sub-Contractor's expense provided that it does so in a reasonable manner in accordance with Good Industry Practice, notifies the Sub-Contractor of its intention. The reasonable cost so incurred by the Contractor shall be deducted from the payables or from any of the securities provided by the Sub-Contractor.

40. The Sub-Contractor may with the consent of the Contractor, which consent shall not be unreasonably withheld, remove from the site at its own cost any part of the work, which is defective.

41. If any replacement, repair or modification is of such a character as may affect the subsequent performance of the work executed or any part thereof in accordance with the technical specifications or particular guarantee given by the Sub-Contractor, the Contractor may within 30 (Thirty) days after such replacement, repair or modification give to the Sub-Contractor notice requiring that such further tests be conducted in respect of the relevant part as may be necessary and mutually agreed to demonstrate the adequacy and efficacy of the replacement, repair or modification.

42. FORCE MAJEURE

In the event of causes of force majeure occurring within the agreed for performance, the time for performance can be extended at the sole discretion of the Contractor on receipt of application from the Sub-Contractor on such terms and conditions as may be directed by the Contractor without any extra cost to the Contractor.

The Force Majeure Events shall comprise of the acts, events and circumstances, such as:-

- (i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot insurrection, civil commotion, act of terrorism or sabotage, in each case occurring inside or directly involving India and affecting the Sub-Contractor in any way (the way in which this is affecting is to be proven with evidence);
- (ii) strikes, lockouts/other generalized labour action occurring throughout the Industry/ country as a whole within India and affecting the Sub-Contractor directly (excluding such events which are attributable to the Sub-Contractor).
- (iii) Radioactive contamination/ionizing radiation/chemical contamination originating from a source in India and affecting the Sub-Contractor directly/resulting from another Force Majeure Event; (i.e.) flood, cyclone, lighting, earthquake, drought, storm or any other extreme effect of the natural elements& affecting the Sub-Contractor's work directly;
- (iv) epidemic or plague, affecting the Sub-Contractor directly;
- (v) fire or explosion, affecting Sub-Contractor directly except as may be attributable to the Sub-Contractor;
- (vi) air crash or shipwreck which affects Sub-Contractor's work directly;
- (vii) an act of God;
- (viii) Act of Government ;
- (ix) Change in Law etc.

If the effect of any of the aforesaid events lasts for a continuous period of less than 7 (Seven) days, such events shall not be construed to be Force Majeure Events.

If Force Majeure Event continues beyond the period of Seven days from the beginning of the Force Majeure Event preventing the Sub-Contractor from performing their obligations under the Work Order /Contract, the Contractor shall have the right to terminate the Contract. No damages shall be payable by the Contractor to the Sub-Contractor in the event of such termination on account of Force Majeure.

It is agreed by the Sub-Contractor that he shall not be entitled to get any compensation or damages, which he may suffer/incur on account of any or all Force Majeure events mentioned herein above. The Sub-Contractor has properly understood this provision and quoted his rate accordingly and hence, the Contractor shall not be responsible to pay any compensation or damage for Force Majeure Events.

43. RESOLUTION OF DISPUTE

Any dispute or difference arising out of this Work Order shall be first referred to the Project Manager/Site In-Charge of the Site. If no agreement is arrived at within 90 days then the same shall be referred to Business Unit Head (BU) mentioned in the Special Conditions for conciliation. BU head will conciliate the matter and give his decision within 60 days after he receives the notice from any of the parties. If any of the parties are not satisfied with the decision of BU head or failure of BU to give his decision within the said period of 60 days then the issue would be resolved mutually by both the Parties with the intervention of any of the Director of Contractor and Sub-Contractor within 15 days or such other period as the respective Directors find time to meet for resolution of issue. The meeting shall take place as per their convenience or at the Contractor's office in Mumbai.

44. GOVERNING LAW, JURISDICTION AND LANGUAGE

This Wok Order, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be subject to and governed by laws of India.

All disputes relating to the Work Order shall be subject to the Jurisdiction of courts in Mumbai only.

All literature, correspondence and other documents between the Parties shall be written in English.

45. NOTICES

All notices by either party to the other Party shall be in writing and shall be valid and sufficient if dispatched by registered mail or courier or email confirmed in writing and addressed to:

JMC Projects (I) Ltd, A 104, Shapath 4, Opp: Karnavati Club, Ahmedabad 380051, Gujarat

With a copy of this Mumbai office address : JMC Projects (I) Ltd, 6th Floor, Kalpataru Synergy, Opp: Grand Hyatt Hotel, Santacruz (E), Mumbai 400055, Maharashtra

Any notices provided for herein shall be deemed to have been given, unless expressly provided herein, at the time of receipt. When sent by registered mail or courier, said notice shall be deemed to have been received at the commencement of the business day seven (7) days following posting or the next business thereafter if the seventh day is not a regular business day in the place of receipt unless, receipt is acknowledged earlier. If notices are sent by email to the recipient at the address stated above, said notice shall be deemed to have been received at the time of transmittal provided it is transmitted on a regular business day in the place of receipt.

46. ASSIGNMENT

This Work Order or any part thereof shall not be assigned to any other party by the Sub-Contractor without obtaining prior written consent of the Contractor. None of the sums due or to

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become due nor any of the work to be performed under this order shall be assigned nor shall Sub-Contractor subcontract for completed or substantially completed Work called for by this Work Order without Contractor's written consent. The Contractor shall not be responsible for any liability arising out of assignment of the execution of work under this Work Order. It is also agreed that the Sub-Contractor shall not assign this Work Order or any of its rights and obligations hereunder, without the prior written consent of the Contractor; any such attempted assignment shall be null and void.

47. This Work Order is and shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and permitted assigns with respect to all covenants herein.

48. **WAIVER**

The failure of the Contractor to insist on any one / more instances upon the performance of any of the terms, covenants or conditions of this Work Order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Sub-Contractor with respect to such future performance shall continue in full force and effect.

49. **RIGHT TO SET OFF**

The Contractor shall be entitled to recover from the Sub-Contractor any sum due to the Contractor on account of any damages or otherwise whether in respect of execution under the Work order or otherwise, by deduction of sums from the amount due from the Sub-Contractor to the Contractor in respect of execution made under any earlier or subsequent Work Order.

50. **SECRECY AND CONFIDENTIALITY**

The Sub-Contractor shall treat the details of this Work Order and any information made available in relation thereto including but not limited to specifications, plans, details, drawings, financials, samples and technical data, as private and confidential and shall not publish or disclose the same or any particulars thereof, without the previous written consent of the Contractor, provided that nothing in this Clause shall prevent the publication or disclosure of any information that has come within the public domain otherwise than by breach of this Clause.

51. The Sub-Contractor shall not, without the Contractor's prior written consent, make use of any document or information, enumerated herein (Confidential Information) except for purposes of performing the Contract.

52. Any document, other than the Work Order / Contract itself, enumerated in aforesaid Para (Confidential Information) shall remain the property of the Contractor and shall be returned (in all copies) to the Contractor on completion of the Sub-Contractor's performance under the Work Order / Contract, if so required by the Contractor.

53. **INDEMNIFICATION**

The Sub-Contractor shall indemnify and keep indemnified the Contractor against all claims including but not limited to demands, fines, penalties and damages arising from any breach or non compliance of any statutory duty or liability under the existing statute or statutes which would come into force in future in respect of the Sub-Contractor's acts or commission during the period of and pertaining to the Work Order or after its termination but related to the events that have occurred during the period and pertaining to the Work Order.

The Sub-Contractor agrees and confirm that Sub-Contractor shall never hold the Contractor responsible for the discharge of liability towards payment of such statutory dues and further agree to indemnify / keep indemnified the Contractor against all losses / claims / demands that the Contractor has to incur / suffer / be put to for non-payment of such dues by Sub-Contractor and to reimburse the same to the Contractor together with interest at 18% p.a.

54. **INTEGRATION**

The Work Order along with this General Terms and Conditions of Work Order and Special Conditions of the Work Order and other documents mentioned in these condition conveys the final agreement between the parties on the terms and conditions and is a complete and exclusive statement of the terms of their agreement.

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ANNEXURE - III : Reason for Amendment

Version No	Reason for Amendment	Changed Date
1	AMENDMENT	29-Oct-2021