



G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : L45201GJ1995PLC098652

WORK ORDER

Letter of Intent No. : Date :

Work Order No. : 6600001775 Date : 04.07.2022

Name of Project : Construction of Four laning of NH-71 from Madanapalli (Design KM 0,000/Existing KM 0.000) to Pileru (Design KM 55.900/ Existing KM 59.250) (Design Length 55.900 KM) Package-I on HAM mode in state of Andhra Pradesh under Bharatmala Pariyojana.

Billing Address : G R INFRAPROJECTS LIMITED , Survey No- 465,466,1124 and 11 , Vill.- Gandaboyanapalli & Tatiguntapally , Gandaboyanapalle , , Chittoor , 517277 , Andra Pradesh , India , GSTN No : 37AAACG5306NIZH

Name of Work : Cleaning & Grubbing works for our MAPI Project

Name of Sub-Contractor : M/s.j R Infra Works , 3-30, Moorevandla Palli,Kalikiri,Ch , CHITTOR , 517234 , Andra Pradesh , India , Vendor Code : 234905 , GSTN No : 37BRWPJ7038PIZO

This Work Order is issued for above mentioned work for execution of various items as per scope of work mentioned in Commercial Conditions of Contract for a total Subcontract value of Rs. 955,800.00 (Nine Lakh Fifty Five Thousand Eight Hundred Rupees).

The following documents shall form part of this Work Order (herein after referred as ' Subcontract ').

| Sr. No. | Part | Items | Annexure |
|---------|----------|---|------------|
| 1 | Part I | Commercial Conditions of Contract (CCC) | Annexure-A |
| 2. | Part II | Bill of Quantities and Unit Rates (BOQ) | Annexure-B |
| 3. | Part III | General Conditions of Contract (GCC) | Annexure-C |
| 4. | Part IV | Special Conditions of Contract (SCC) | Annexure-D |
| 5. | Part V | Scope Matrix | Annexure-E |

This Subcontract agreement is signed and accepted by the Sub-contractor and GRIL on the date mentioned above.

For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

CORPORATE OFFICE :

2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :

GR House, Hiran Magri, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :

Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India



Email : info@grinfra.com | Website : www.grinfra.com

PART - I
COMMERCIAL CONDITIONS OF CONTRACT (CCC)

Letter of Intent No. : Date :
Work Order No. : 6600001775 Date : 04.07.2022
Name of Project : Construction of Four laning of NH-71 from Madanapalli (Design KM 0.000/Existing KM 0.000) to Pileru (Design KM 55.900/ Existing KM 59.250) (Design Length 55.900 KM) Package-I on HAM mode in state of Andhra Pradesh under Bharatmala Pariyojana.
Name of Work : Cleaning & Grubbing works for our MAPI Project

Name of Sub-Contractor : M/s.j R Infra Works , 3-30, Moorevandla Palli,Kalikiri,Ch , CHITTOR , 517234 , Andra Pradesh , India , Vendor Code : 234905 , GSTN No : 37BRWPJ7038PIZO

Following commercial conditions shall be applicable to the contract:

1. Scope of work

Brief scope of work under this sub-contract shall be as mentioned in the Bill of Quantities for Cleaning & Grubbing works for our MAPI Project. The work for aforesaid job shall be carried out as per the attached BOQ, approved drawings, specification, methodology & quality plan and instruction of GRIL's Project Manager and / or his authorized representative.

2. Commencement Date:

Commencement date of this Subcontract shall be 04.07.2022.

3. Time for completion: (Ref: Clause No. 24 of GCC).

3 (Three) Calendar Months from declaration of Commencement date. However, Sub-contractor shall execute the work in accordance with the work programme issued by GRIL and during construction period.

4. Mobilization Advance: (Ref: Clause No. 29 of GCC)

Not Applicable

For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

5. Payment Terms

| Sr. No. | Item | Time Period |
|---------|---|--|
| 1. | RA Bills | Monthly |
| 2. | Submission of RA Bills by SubContractor | 5th of every English Calendar Month |
| 3. | Certification of RA Bill by GRIL | Within 4 days from the date of submission. |
| 4. | Payment of certified amount of RA Bill | Within 3 days of certification of RA Bill by GRIL. |
| 5 | Payment of certified amount of Final Bill | Within 60 days of certification of Final Bill. |

6. Taxes (as per 42 of GCC)

Income Tax and any other tax applicable shall be deducted from RA bills as per prevailing applicable rules / laws.

All statutory deduction will be made as per prevailing laws. Nothing in this award shall relieve the Subcontractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this award.

The subcontractor has to provide GST compliant tax invoice containing all the particulars as per GST Act and Rules. As per the Government Notification, if e-invoicing provisions is applicable to subcontractor /supplier under GST laws, only e-invoice shall be provided to the company for processing of the invoice and payments. The Subcontractor shall issue the proper E-Invoice / Tax Invoice as per the GST law and rule 46 of the CGST Rules, 2017 with mentioning all the required particulars viz. Place of Supply, GSTN Number, HSN code etc. In case of non-compliance of e-invoicing /Invoicing provisions at the Subcontractor's end, the company reserve the right to withhold the invoice payment due to default of Subcontractor and recover all losses, liabilities, penalties, Interest, taxes paid or payable by the company.

The subcontractor agrees that they are eligible to receive consideration towards invoice submitted against service/work done only after the correct details of invoice are uploaded by the Subcontractor in its Form GSTR-I, and this information is subsequently reflected in Form GSTR-2A of the Company. The Subcontractor also authorizes Company to hold the twice the amount of GST charged in Invoices till such time the correct details of service/work are reflected in Form GSTR-2A made available electronically to the Company. If appropriate reporting is not completed by the Subcontractor in Form GSTR-I, the Company will be eligible to recover from the Subcontractor all costs (including interest and penalty) incurred by it on account of reversal of input tax credit in terms of Section 16 of the Central Goods and Services Tax Act, 2017 (#CGST Act#).Subcontractor also agrees to pay interest to company on account of delay in availments of GST credit due to above reasons.

Further, Subcontractor agrees to indemnify company, in case the Input Tax Credit of all indirect taxes/GST charged to the company by the subcontractor is denied and/or demand is raised / recovered from the company by the tax/Government department on account of any non-compliance at the subcontractor's end.

If the Company disputes any Invoice raised by the subcontractor, for any reason, and the payment of such Invoice remains outstanding for more than 180 days from the date of Invoice because no resolution is arrived at within 180 days, any interest payable or paid by the Company to the Government on account of reversal of GST Input Tax Credit along with For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

the amount of Input Tax credit reversed shall be on account of the subcontractor. If In case the company becomes eligible to re-avail the Credit earlier reversed, the credit to the extent of re-availed shall be transferred to the subcontractor.

Any Debit note/Credit note required to be issued by the subcontractor must be issued and submitted to GRIL in a timely manner as prescribed under GST Law. Any additional GST liability arising or loss of benefit on account of delay in issuance of such debit /credit notes shall be on Subcontractor's account. Amount paid by the Company after such adjustment shall be deemed as full and final payment of the Invoice.

The Company reserves its right to immediately terminate this Subcontract by notice in writing to the Subcontractor, if the Subcontractor has been blacklisted by any Authority appointed under GST Law or declared as non-compliant of anti-profiteering provisions under the GST Law. Further, in the event of GSTN of Subcontractor being cancelled either by the GST Authorities or voluntarily by the sub-contractor, a written intimation in this regard shall be given by the Subcontractor to GRIL immediately. The company shall not be under obligation to pay GST to the Subcontractor in respect of services made on or after the GSTN cancellation date.

TDS under, the Income Tax Act, 1961, if applicable shall be deducted by the Company at the time provided in the respective laws for the services rendered and/or the goods sold by the subcontractor. Further, if subcontractor not filed income tax returns of previous year, TDS shall be deducted at higher rate as specified u/s 206AB of the Income Tax Act ,1961. TDS certificates will be issued to the subcontractor for the amount deducted.

Subcontractor hereby undertakes that it will make timely payments of all taxes, duties, levies imposed by Tax Authority, be responsible for filing of all necessary tax returns and undertake all necessary compliances in accordance with applicable statutory requirements under the relevant Taxing Statute in relation to services/work made to company.

7. Retention Money (Ref: Clause No. 28 of GCC).

7.1 Rate of Recovery

Not Applicable

7.2 Release of Retention Money

Not Applicable

8. Defects Liability Period (Ref: Clause No. 25 of GCC).

Not Applicable

9. Performance Guarantee:

Not Applicable

10. Escalation: (Ref: Clause No. 41 of GCC)

Not Applicable

11. Facility From GRIL

For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

is under scope of GRIL for Construction activities as stated in the bill of quantities as per the Standard (at site) consumption norms/ drawing. Sub-contractor shall submit monthly consumption statement of material/facility availed from GRIL with breakup. If the consumption of the above material exceeds the established/standard consumption norms/ drawing, then exceeded quantity or any other item issued which is not covered under this subcontract will be recovered by raising separate bill @ actual landed cost plus (+) 10% handling charges plus (+) taxes applicable.

For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

PART - II
BILL OF QUANTITIES

LOI / Manual WO No. : Date :
 Work Order No. : 6600001775 Date : 04.07.2022
 Name of Project : Construction of Four laning of NH-71 from Madanapalli (Design KM 0.000/Existing KM 0.000) to Pileru (Design KM 55.900/ Existing KM 59.250) (Design Length 55.900 KM) Package-I on HAM mode in state of Andhra Pradesh under Bharatmala Pariyojana.
 Name of Work : Cleaning & Grubbing works for our MAPI Project

Name of Sub-Contractor : M/s.j R Infra Works , 3-30, Moorevandla Palli,Kalikiri,Ch , CHITTOR , 517234 , Andra Pradesh , India , Vendor Code : 234905 , GSTN No : 37BRWPJ7038PIZO

| Sr. No | Description | HSN Code | Unit | Quantity | Rate | Amount |
|---------------------------------------|---|----------|------|-------------------|-------|------------|
| I | Cleaning Services | | | | | |
| 10 | LC - CLEARING & GRUBBING Labour Charges for Cleaning and grubbing works including incidental charges complete as per site requirement & direction of GRIL authorized representative | 995421 | M2 | 18,000 | 45.00 | 810,000.00 |
| Remark: | | | | | | |
| | | | | Basic | | 810,000.00 |
| | | | | CGST | | 72,900.00 |
| | | | | SGST | | 72,900.00 |
| | | | | Total Order value | | 955,800.00 |
| CGST for Line No.: 00001 has 9.000 %. | | | | | | |
| SGST for Line No.: 00001 has 9.000 %. | | | | | | |

For G R Infraprojects Limited.

For M/s : M/s.j R Infra Works

Authorized Signatory

Authorized Signatory

PART - III
GENERAL CONDITIONS OF CONTRACT

Letter of Intent No. : Date :
Work Order No. : 6600001775 Date : 04.07.2022
Name of Project : Construction of Four laning of NH-7I from Madanapalli (Design KM 0,000/Existing KM 0.000) to Pileru (Design KM 55.900/ Existing KM 59.250) (Design Length 55.900 KM) Package-I on HAM mode in state of Andhra Pradesh under Bharatmala Pariyojana.
Name of Work : Cleaning & Grubbing works for our MAPI Project

Name of Sub-Contractor : M/s.J R Infra works , 3-30, Moorevandla Palli,Kalikiri,Ch , CHITTOR , 517234 , & GV_BEZEI & , India , Vendor Code : 234905 , GSTN No : 37BRWPJ7038PIZO

General Conditions of contract attached as Annexure-C (14 pages)

For G R Infraprojects Limited.

For M/s : M/s.J R Infra works

Authorized Signatory

Authorized Signatory

PART - IV
SPECIAL CONDITIONS OF CONTRACT

Letter of Intent No. : Date :
Work Order No. : 6600001775 Date : 04.07.2022
Name of Project : Construction of Four laning of NH-71 from Madanapalli (Design KM 0,000/Existing KM 0.000) to Pileru (Design KM 55.900/ Existing KM 59.250) (Design Length 55.900 KM) Package-I on HAM mode in state of Andhra Pradesh under Bharatmala Pariyojana.
Name of Work : Cleaning & Grubbing works for our MAPI Project
Name of Sub-Contractor : M/s.J R Infra works , 3-30, Moorevandla Palli,Kalikiri,Ch , CHITTOR , 517234 , Andra Pradesh , India , Vendor Code : 234905 , GSTN No : 37BRWJP7038PIZO

1.0 Deletions:

Following clauses of General Conditions of Contract Part III (GCC) have been deleted.

Not Applicable

2.0 Modifications / Amendments:

Following clauses of General Conditions of Contract Part III (GCC) have been amended.

Not Applicable

3.0 Additional clauses

Following additional clauses have been added to General Conditions of Contract Part III (GCC):

3.1 Communications

(a) Any notice or other communication given or made under or in connection with the matters contemplated by this Sub-Contract shall be in writing.

(b) Any such notice or other communication shall be addressed as provided in paragraph (c) and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:

I. if sent by personal delivery, upon delivery at the address of the relevant Party (or, as the case may be, the GRIL Representative);

II. if sent by Registered post, (5) days after dispatch; and

III. if sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient and only if the transmission was received in legible form.

(c) The relevant addressee, address and facsimile numbers of the Parties and the GRIL's Representative for the purposes of
For G R Infraprojects Limited. For M/s : M/s.J R Infra works

Authorized Signatory

Authorized Signatory

this paragraph (c), subject to paragraph (d) are:

GRIL

Attention : Mr. Lokesh Agrawal
Address : GR House, HiranMagri Sector-II, Udaipur-313001
Tel No : +91 294 2487370, 2483033
Fax : +91 294 2487749
E-mail : info@grinfra.com

Sub-Contractor

Attention : Mr. Prasanth Kumar
Addressee : M/s.J R Infra works
Address : 3-30, Moorevandla Palli, Kalikiri, Ch , CHITTOR
Tel. No. : 8328139729
Fax No. :
Email : JRINFRAWORKS@GMAIL.COM

(d) A Party and the GRIL's Representative may notify the other Party (and, where applicable, the GRIL's Representative) of a change to its name, addressee, address and facsimile number for the purposes of paragraph (c) provided that such notification shall only be effective on:

- I. the date specified in the notification as the date on which the change is to take place; or
- II. if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

IN WITNESS whereof the Parties have pursuant to Power of Attorney/authorizations of the respective companies through them authorized representatives executed and delivered this sub-Contract as of the date and place first above written.

For G R Infraprojects Limited.

For M/s : M/s.J R Infra works

Authorized Signatory

Authorized Signatory

Scope Matrix
Annexure-E

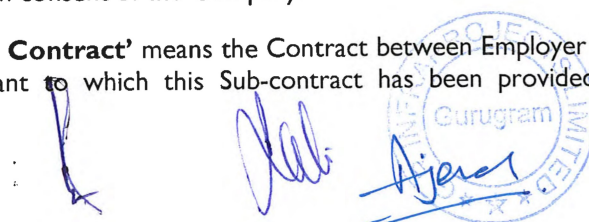
| Sr. No | Description of item | Sub-Contractor | GRIL |
|--------|---|----------------|------|
| 1. | Labour Accommodation (G.I. Sheet, balli etc.) | | √ |
| 2. | Water for labour Camp | | √ |
| 3. | Lighting arrangement for Labour Camp | | √ |
| 4. | Bedding arrangement | √ | |
| 5. | Land for labour camp | | √ |
| 6. | Transportation of labour site to site | √ | |
| 7. | Shuttering Material | | √ |
| 8. | Binding wire | | √ |
| 9. | Safety/HSE PPE's | | √ |
| 10. | Mobilization Plan | | √ |
| 11. | Medical facility, first aid | √ | |
| 12. | Lighting arrangement for construction activities | | √ |
| 13. | Plant & Equipment's | | √ |
| 14. | Other tools & Machinery | | √ |
| 15. | Supply of material like cement, steel, Aggregates, RMC etc. | | √ |
| 16. | Transportation of Construction material | | √ |
| 17. | Watch & Ward of Construction material at site | √ | |
| 18. | Approach & access road for construction | | √ |
| 19. | Statutory Compliance | √ | |

PART - III
GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

I. Definition

- I.1 **‘Applicable Laws’** means 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 this Sub-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 this Sub-contract and shall include its statutory modifications, amendments, reenactments, consolidations and substitutions as may be in force from time to time.
- I.2 **‘BOQ’** means Bill of Quantities and unit rates.
- I.3 **‘CCC’** means Commercial conditions of contract.
- I.4 **‘GCC’** means General conditions of contract.
- I.5 **‘SCC’** means Special conditions of contract, **‘special conditions’** which are peculiar to a specific **contract** (such as, **contract change conditions**, payment **conditions**, price variation clauses, penalties etc.). Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC) also referred to as General Terms & Conditions of Works Contract, Schedule of Quantities, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires. Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- I.6 **‘Company’ / ‘Contractor’** means **G. R. Infraprojects Limited or (‘GRIL’), registered under Companies Act, 1956 (and its amendments) having its authorized signatory and communication address** as mentioned in the Letter of Intent or Work Order and the legal successors in title to, or assignees of such person, as notified to the Sub-contractor/Piece rate Worker from time to time by the Company.
- I.7 **‘Sub-contract’/ ‘Contract’/ ‘Agreement’** means the Agreement / Sub-contract/ work order entered into between the Company/Contractor and the Sub-contractor including all the documents/items specified in Table I.0 of the cover note of this agreement or anywhere else in this Sub-contract.
- I.8 **‘Sub-Contractor’/Piece Rate Worker (PRW)** means a person (i.e. an individual, company, body corporate, HUF, Agency) or a firm (proprietary or partnership) or an Association of Persons (i.e. consortium, a joint venture, or by whatever nomenclature called) or like whose offer has been accepted by the Company and named as Sub-contractor, registered/established under applicable laws of India and registered address as specified in the Letter of Intent or the Work Order or the Subcontract and may have legal successors in title to this (these) person(s), but not without the prior written consent of the Company.
- I.9 **‘Main Contract’** means the Contract between Employer / Authority and the Contractor/Company pursuant to which this Sub-contract has been provided to the Sub-contractor. All Terms and



Conditions of the Main Contract, including all drawings and specifications shall be applicable on back to back basis on the Sub-contract insofar it relates to the Sub-contract, unless specified otherwise in this Sub-contract. On signing of this Sub-contract, Sub-contractor is deemed to have been provided a copy of the Main Contract/ or be aware of all terms, conditions, drawings and specifications of the Main Contract.

- I.10 **"Commencement Date"** means the effective date of start of work as mentioned in CCC or anywhere else in the Sub-contract.
- I.11 **'Completion Certificate'** means a certificate issued by GRIL for Completion of Works and as mentioned in CCC.
- I.12 **"Contract Price"** means the sum stated in the Letter of Acceptance/Letter of Intent and or confirmed in Work Order as payable to the Sub-contractor for the execution and after completion of the Works and remedying of any defects therein in accordance with the provisions of the Sub-contract.
- I.13 **'Engineer In-charge'** means the person appointed by GRIL or its representative".
- I.14 **'Scope Matrix'** means the assignment of facilities work deemed to be done by either the Company or Sub-contractor.
- I.15 **'Time for Completion'** means the time for completing the execution of entire scope of work as per the Work Order/Sub-contract".
- I.16 **'RA Bill'** means the running account bills.
- I.17 **Interpretation**
 - (a) In these Conditions, except where the context requires otherwise, words imparting the singular also include the plural and vice versa.
 - (b) 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.
 - (c) 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.

2. **Obligations**

The Sub-contractor shall generally have all the obligations and liabilities as of the Contractor under the Main Contract in relation to the Subcontract Works.

The Sub-contractor shall observe the working hours of the Company, unless otherwise agreed, and shall comply with all rules and regulations governing the execution of the work, the arrival at and departure from the site of materials and Sub-contractor's Equipment and the storage of materials and Sub-contractor's Equipment at the site.

The Company shall, from time to time, make available to the Sub-contractor portion of the allocated site and such access as may be required by the Sub-contractor to proceed with the execution of the Works in accordance with the Sub-contract.

The Company / GRIL at its own will inspect the works carried out by the Sub-contractor and review the reports submitted by the Sub-contractor. The Employer, their consultants and their Clients shall also have right to conduct inspection of the works carried out by the Sub-contractor or the

The block contains three handwritten signatures in blue ink. To the right of the signatures is a circular blue stamp. The stamp contains the text "Gurugram LIMITED" around the perimeter and "*****" in the center.

equipments deployed for execution during any stage. Any non-compliance pointed out shall be rectified by the Sub-contractor promptly without any additional cost and time to Company / GRIL.

In considerations of the payments to be made by GRIL, the Sub-contractor hereby agrees to execute and complete the works mentioned in its scope of works and also undertakes to cure / rectify any or all the defects, if any, therein in conformity with the provisions of this Sub-contract and as per the instructions of Engineer-in-Charge..

GRIL hereby agrees to pay to the Sub-contractor, the Sub-contract price, in accordance with the terms and conditions of this Sub-contract, in consideration of the execution and completion of works:

- (a) Work(s) forming a part of Scope of works under this Sub-contract.
- (b) Or any such other amount which may become payable to the Sub-contractor under the provisions of the Sub-contract.

3. Priority of Sub-contract Documents

The several documents forming part of Sub-contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming the Sub-contract shall be as follows: -

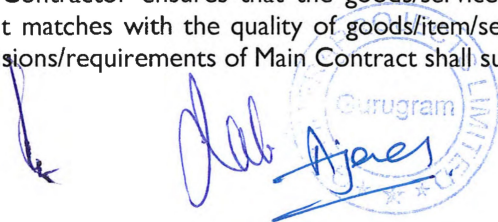
- a. Sub-contract Agreement
- b. Work Order body
- c. Commercial Conditions of Contract-Part-I (Annexure-A to the Work Order)
- d. Priced Bill of Quantities-Part-II (Annexure-B to the Work Order)
- e. Special Conditions of Contract- Part-IV (Annexure-D to the Work Order)
- f. Scope Matrix-Part-VI (Annexure-F to the Work Order)
- g. Drawings
- h. General Conditions of Contract-Part-III (Annexure-C to the Work Order)
- i. General Technical Specifications-Part-IV (Annexure-D to the Work Order)
- j. Letter of Intent

The Sub-contractor also acknowledges the fact that the Main Contract is always binding and back to back on the Sub-contractor, insofar it relates to the Sub-contract, till the end of Defects Liability Period and in case of any discrepancy in whatsoever matter, the document lying higher in priority of documents, shall supersede the document lying lower in priority.

If the inconsistency or discrepancy between the documents forming the Sub-contract or between one or more requirements of any of those documents still persists, then the Sub-contractor shall identify and bring the inconsistency or discrepancy to the attention of the Engineer-in-Charge. The Engineer-in-Charge may on becoming aware of any such inconsistency or discrepancy, issue instructions resolving the inconsistency or discrepancy and directing the Sub-contractor as to how to proceed. The Sub-contractor shall comply with these instructions and directions.

4. Micro, Small and Medium Enterprise

- a. The Sub Contractor shall mandatorily submit a valid and authorized copy of the Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME to Company/Contractor for authentication, such as Udyog Aadhaar Memorandum/Acknowledgment, if applicable.
- b. The Sub Contractor ensures that the goods/services to be supplied under this Sub-Contract agreement matches with the quality of goods/item/services mentioned in the MSME certificate. The provisions/requirements of Main Contract shall supersede in case of any ambiguity.



Handwritten signature and blue circular stamp of Gurugram.

- c. If the Sub Contractor is registered as SC/ST entrepreneurs under the MSMEs, valid documentary evidence shall be submitted along with the registration certificate.
- d. The registration certificate issued from any one of the above agencies must be valid as on the date of the contract and shall remain valid throughout the tenure of the contract.

5. Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of GRIL, but one copy thereof shall be provided to the Subcontractor/Piece Rate Worker (PRW) free of charge. The Subcontractor shall make at his own cost for any further copies required by him.

6. General Obligations

6.1 Conflict of Interest. The Sub-Contractor represents and warrants to the Company that:-

- 6.1.1 The Sub-Contractor, including its subsidiaries/ fellow subsidiaries, and any of its employee do not have any business, personal and other relation, including but limited to any kind of transaction, directly or indirectly, with any of employee of the Company.
- 6.1.2 The Sub-Contractor, including its subsidiaries/ fellow subsidiaries, and any of its employee do not have any association, joint venture and under control, directly or indirectly, with any of employee of the Company.
- 6.1.3 No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Sub-Contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Company in connection therewith.
- 6.1.4 If any employee of the Company will ask to the Sub-Contractor or its employee to pay him any fee or commission, apart from requisites to be paid by the Sub-Contractor under this Agreement, the Sub-Contractor shall immediately inform the Company in writing of such incident.
- 6.1.5 In the event that any occurrence or circumstance comes to the attention of the Company that any of aforesaid representations or warranties, render by the Sub-Contractor, are untrue or incorrect, the Company will terminate this Agreement by giving a 15 days prior notice to the Sub-Contractor and Sub-Contractor agrees that it will not raise any claim if agreement terminated under this clause.

6.2 Site Operations and Methods of Construction

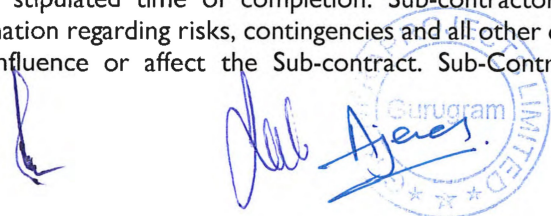
The Subcontractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction.

7. Performance Guarantee

Not Applicable

8. Inspection of Site

The Sub-contractor acknowledge that prior to execution of this Sub-Contract Agreement that the Sub-contractor has conducted the necessary site survey, inspection and examination of the Site and its surroundings and acquired necessary information available in connection therewith and to have satisfied itself before submitting its rates/quote for proper execution of work as per specification within stipulated time of completion. Sub-contractor shall also acknowledge that all necessary information regarding risks, contingencies and all other circumstances have been obtained by it, which may influence or affect the Sub-contract. Sub-Contractor confirms that it shall have no claim



The block contains a handwritten signature in blue ink and a blue circular stamp. The stamp has the text 'Gurugram LIMITED' around the perimeter and a star in the center. The signature appears to be 'Ajay'.

whatsoever against the Company in this regard. Any claim in this regard from the Sub-Contractor or his representatives shall not be entertained under any circumstances and the same cannot be set as reason for any delay or loss in the work.

9. Work to be in accordance with Sub-contract

The Sub-contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Sub-contract to the satisfaction of the Engineer In-charge and shall comply with and adhere strictly to his instructions on any matter, whether mentioned in the Sub-contract or not, touching or concerning the Works.

10. Setting out

The Sub-contractor shall be responsible for the accurate setting-out of the Works in relation to original points, lines and levels of reference given in the drawings and/or by the Engineer In-charge in writing.

11. Safety, Security and Protection of the Environment

The Sub-contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein: -

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the site in an orderly state appropriate to the avoidance of danger to such persons, and
- (b) provide and maintain at his own cost all lights, electrical fittings, guards, fencing, warning signs and watching required by the Engineer In-charge or by any Authority, for the protection of the Works or for the Safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- (d) All incidental costs for adhering to the above requirements are deemed to be included in agreed unit rates / prices and no separate payment whatsoever shall be made to Sub-contractor for complying with any safety obligations described herein above.
- (e) Equipment mobilized by Sub-contractor/PRW shall meet all applicable legal & statutory requirements, including insurances. The equipment shall have all the standard safety features and prerequisites.
- (f) Any plant / equipment arranged by Sub-contractor/PRW, if any, shall be thoroughly examined and certified by Project Mechanical Team of GRIL prior to commissioning and during operation. In case of any deficiency w.r.t. applicable Legal and Safety requirements, GRIL shall reserve the right to enforce / replace / repair the same as deemed fit and recover the expenses from Sub-contractor's R.A. Bill
- (g) Ensure hygienic condition and proper housekeeping at work place as well as at the accommodation provided in line with GRIL guideline / regulatory requirements.
- (h) Sub-contractor shall carry out all operations in such a way as to minimize / control / restrict ADVERSE impact upon the natural environment and prevent any spread AND / OR release of contaminated AND / OR hazardous substances in or around surroundings. Prevent and control any air, water, noise and soil pollution arising with his activities.

In case Sub-contractor does not comply with safety and environment requirements and their workmen are observed to be violating norms or does not comply with GRIL's / Client's instructions, following penalty will be charged for non-compliance which shall be recovered from Sub-contractor's dues or from R.A. Bills



- i. Fatality = Penalty of 5-10% of monthly RA Bill on first incident and 10 Lacs on 2nd incident and termination of Sub-contract.
- ii. Offence = Any workmen who will commit any illegal offence action against him will be initiated as per the Indian Law and GRIL shall initiate termination of Sub-contract if required.

12. Care of Works

The Sub-contractor shall take full responsibility for the care of the Works and materials and Plants for incorporation therein from the Commencement Date until the date of issue of the Completion Certificate for the Works, when the responsibility for the said care shall pass to the GRIL.

13. Responsibility to Rectify Loss or Damages

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Sub-contractor is responsible for the care thereof and during Defects Liability Period from any cause whatsoever, the Sub-contractor shall, at his own cost, rectify such loss or damage so that the permanent works conform in every respect with the provisions of the Sub-contract to the satisfaction of the Engineer In-charge.

14. Damage to Persons and Property

The Subcontractor shall indemnify GRIL against all losses and claims in respect of: -

- (a) death of or injury to any person including his own employees, and
- (b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

15. Compliance with Laws and Directives

- a. The Sub-contractor shall in all matters arising out of or in relation to the performance of the Sub-contract and the provision of the Works, comply with, give all notices under, and pay all fees required by, the provisions of all and any laws or by any applicable Competent Authority.
- b. The Sub-contractor shall obtain all Clearances required in relation to the execution of works under Sub-contract, as may be required under the Law of the land, in good time and ensure that they are kept in full force and effect during the currency of Sub-contract.
- c. If Company or the Employer receives or suffer any penalties or fine from any Govt authorities, due to default in any of statutory or other compliance/ approvals pertaining to works being carried out by the subcontractor, then the Company will pay the same to the concerned authority and recover the same from the subsequent RA bills of the Sub- Contractor.

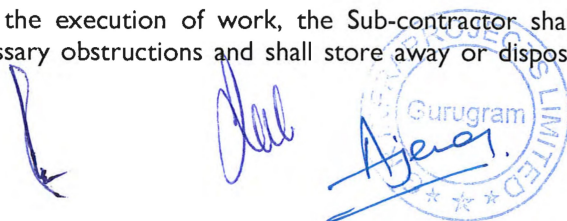
16. Opportunities for Other Contractors

The Sub-contractor shall, in accordance with the requirements of the Engineer In-charge, provide all reasonable opportunities for carrying out work to: -

- (a) any other Sub-contractors employed by the GRIL and their workmen.
- (b) The workmen of the GRIL, and
- (c) The workmen of any duly constituted authorities who may be employed in the execution, on or near the Site of any work not included in the Sub-contract.

17. Sub-contractor to Keep Site Clear

During the execution of work, the Sub-contractor shall keep the site reasonably free from all unnecessary obstructions and shall store away or dispose off any Sub-contractor's equipment and



The image shows a handwritten signature in blue ink over a blue circular stamp. The stamp contains the text "Gurugram LIMITED" around the perimeter and "Ajeet" in the center. There are also some stars and other markings within the stamp.

surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

18. Clearance of Site on Completion

Upon the issue of any Completion Certificate the Sub-contractor shall clear away and remove, from that part of the Site to which such Completion Certificate relates all Sub-contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the GRIL.

19. Labour Laws

The Sub-contractor shall be responsible to comply with the applicable acts, rules, regulations, guidelines, norms, etc. in respect of engagement of labour for the Works including the procurement of necessary permissions and approvals as well as the submission of necessary reports and returns regularly to the concerned authorities and making any payments, fees, charges, etc.

The Sub-contractor shall obtain labour license, registration certificate with Provident Fund Commissioner, WC Act registration and ESIC registration, wherever applicable, related to the works of this Agreement and make due and regular payments into the Provident Fund / WC Act / ESIC in consistence with acts, rules, etc. in force from time to time. The Sub-contractor shall remain bound and responsible for providing all facilities and compensations due to the labour in accordance with the labour laws in force.

The Sub-contractor shall produce for verification the original documents in proof of labour license, registration with P.F. Commissioner, payments made to the P.F. Commissioner / ESIC for the labour, payments disbursed to the labour, etc. whenever called for by Company and remain responsible & accountable to the authorities in these matters.

20. Engagement of Staff and Labour

The Sub-contractor shall, make his own arrangements for the engagement of all staff and labour, their payment, housing, food and transport etc.

21. Access to Site

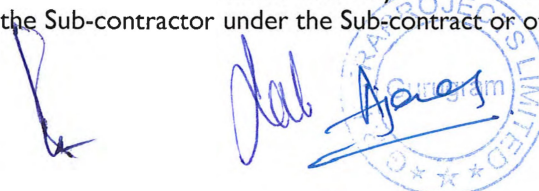
The Engineer In-charge, and any person authorized by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Sub-contractor shall afford every facility for and every assistance in obtaining the right to such access.

22. Rejection

If the Engineer In-charge determines that the materials or Plant or equipment are defective or otherwise not in accordance with the Sub-contract specifications, he may reject the materials or Plant or equipment and shall notify the Sub-contractor thereof immediately. The Sub-contractor shall then promptly make good the defect or ensure that rejected materials or Plant or equipment comply with the Specifications.

23. Default of Sub-contractor in Compliance of instructions of Engineer-in-Charge

In case of default on the part of the Sub-contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the GRIL shall be entitled to carry out the same instruction itself or through third party and all costs consequent thereon or incidental thereto shall be recoverable from the Sub-contractor and may be deducted from any monies due or that may become due to the Sub-contractor under the Sub-contract or otherwise.

The image shows two handwritten signatures in blue ink. To the right of the signatures is a circular blue stamp. The text around the perimeter of the stamp reads "GRIL LIMITED". In the center of the stamp, there is a star and some text that is partially obscured by the signatures.

24. Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Sub-contract, shall be completed within the time stated in Commercial Conditions of Contract (CCC).

25. Defects Liability Period

The defects liability period shall be as mentioned in the Commercial Conditions of Contract and shall be calculated from the date of Completion Certificate.

26. Measurement of work

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Sub-contractor in fulfillment of his obligations under the Sub-contract. The GRIL shall ascertain and determine by measurement the value of the Works in accordance with the Sub-contract and the Sub-contractor shall be paid that value in accordance with Clause 27. The Works shall be measured net, except where otherwise provided for in the Sub-contract.

27. Running Account Bill

The Sub-contractor shall submit to the Engineer In-charge Running Account Bill statements duly signed by the Sub-contractor's representative in such form as the Engineer In-charge may from time to time prescribe, showing the amounts to which the Sub-contractor considers himself to be entitled in respect of the value of the works executed by him for the prescribed period as mentioned in the Commercial Conditions of Contract (CCC). The above statement is to be submitted by the Sub-contractor within the period specified in the commercial conditions of contract.

28. Retention Money

Retention money at the rate mentioned in the Commercial Conditions of Contract on Gross value of Running Account certificate shall be deducted from each monthly certificate and shall be held by the Contractor/ Company as a security against the performance of the Sub-contract and completion of entire works and remedy of defects, if any, until completion of the Defect Liability Period

Retention Money shall be released to the Sub-contractor after expiry of Defects Liability Period pursuant to clause 25 without any interest. Sub-contractor may have option to get payment of this retention money by replacing the amount withheld with an unconditional Bank Guarantee of equivalent amount from a scheduled bank as prescribed, after issue of completion certificate. Within 15 days of submission of such unconditional Bank Guarantee, Retention Money amount shall be released to the Sub-contractor.

The retention money held shall be returned without interest to the Sub-contractor within 3 months after completion of defect liability period and Sub-contractor's fulfilling all their obligations under this Sub-contract and signing of "No Claim Certificate" as per GRIL's format. In case of non-responsiveness to rectify the defects verified by the Sub-contractor, the Company / GRIL will reserve their right to utilize this retention amount and carryout the rectification works.

29. Mobilization Advance

The Sub-contractor shall be paid mobilization advance amounting to a sum as mentioned in the Commercial Condition of Contract (CCC) if applicable.



30. Final Statement

Not later than the time stated in Commercial Conditions of Contract, the Sub-contractor shall submit to the Engineer In-charge for consideration a final statement with supporting documents showing in detail, in the form approved by the Engineer In-charge,

- (a) the value of all work done in accordance with the Sub-contract, and
- (b) any further sums which the Sub-contractor considers to be due to him under the Sub-contract.
- (c) Certification on completion of work issued by Company's site based on receipt
- (d) No dues certificate by Sub-contractor in respect to this Sub-Contract Agreement.
- (e) Store and Accounts clearances.
- (f) Recovery certificate if any.
- (g) Reconciliation certificate for all issued material by Company.
- (h) Statement of reconciliation of all payments and recoveries made in the progressive bills.
- (i) After obtaining the necessary NOC(s) from the Mining Department and any other local government and also after accumulating the EPF.

If the Engineer In-charge disagrees with or cannot verify any part of the final statement, the Sub-contractor shall submit such further information as the Engineer In-charge may reasonably require and shall make such changes in the bill as may be agreed between them. The Sub-contractor shall then prepare and submit to the Engineer In-charge the final bill statement as agreed.

If, in case, Sub-contractor shall not raise his final statement within the stipulated time as per CCC, Engineer In-charge will finalize a final statement in next 15 days after the said time limit for the submission of final statement and then, Sub-contractor will not have any rights for any kind of modification in that final statement.

31. Cessation of GRIL's Liability

The GRIL shall not be liable to the Sub-contractor for any matter or thing arising out of or in connection with the Sub-contract or execution of the Works, unless the Sub-contractor shall have included a claim in respect thereof in his Final Bill Statement.

Remedies

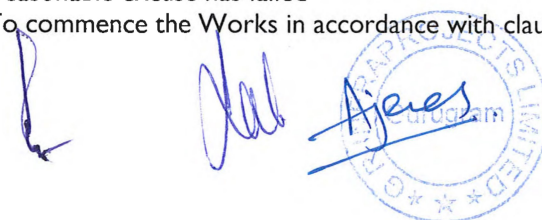
32. Termination on Default of Sub-contractor

Save as otherwise provided in this Sub-contract, in the event that any of the defaults specified below shall have occurred, and the sub-Contractor fails to cure the default within a Cure Period of 7 (seven), the Sub-contractor shall be deemed to be in default of this Sub-Contract, unless the default has occurred solely as a result of any breach of this Sub-Contract by the Company or due to Force Majeure. Company may, after giving 7 days' notice to the Sub-contractor, enter upon the Site and the Works and terminate the employment of the Sub-contractor partially or totally without thereby releasing the Sub-contractor from any of his obligations or liabilities under the Sub-contract and may itself complete the Works or may deploy any third party/ other Sub-contractor to complete the balance Works.

The defaults referred to herein shall include:

The Sub-contractor:

- (a) Has repudiated the Sub-contract, or
- (b) without reasonable excuse has failed
 - (i) To commence the Works in accordance with clause 1.10 of GCC, or



- (ii) To proceed with the Works, or any Section thereof, within 15 days after receiving notice.
- (c) Despite previous warning from the Engineer In-charge, in writing, is otherwise presently or flagrantly neglecting to comply with any of his obligations under the Sub-contract.

GRIL or such other Sub-contractor may use for such completion so much of the Sub-contractor's Equipment, Temporary Works and materials as he or they may think proper.

GRIL also reserves its right to terminate this Work Order for its convenience for any reasons whatsoever, without any liability on GRIL with minimum 15 days' notice in advance. And the Sub-contractor will not be entitled to any claim what so ever.

32.1 Valuation at Date of Termination

The Engineer In-charge shall, as soon as may be practicable after any such entry and termination by GRIL, fix and determine ex-parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- (a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Sub-contractor in respect of work then actually done by him under the Sub-contract, and
- (b) the value of any of the said unused or partially used materials, any Sub-contractor's Equipment and any Temporary Works.

32.2 Payment after Termination

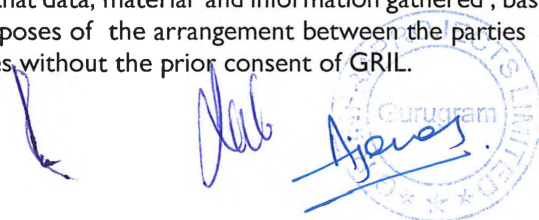
If Company terminates the Sub-contractor's employment under this Clause, he shall not be liable to pay to the Sub-contractor any further amount (including damages) in respect of the Sub-contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by GRIL have been ascertained and the amount thereof certified by the Engineer In-charge. The Sub-contractor shall then be entitled to receive only such sum (if any) as the Engineer In-charge may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Sub-contractor on due completion by him, then the Sub-contractor shall upon demand, pay to Company the amount of such excess and it shall be deemed a debt due by the Sub-contractor to Company and shall be recoverable accordingly, either by payment by Sub-contractor or from other securities/guarantees.

33. No Waiver.

The failure of GRIL to insist upon the Subcontractor's performance of any obligations shall not be construed as a waiver of or the breach of any obligation of the Subcontractor shall not be construed as a waiver of any subsequent breach of any obligation of the Subcontractor. The failure of GRIL to exercise any right or remedy which it may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which GRIL may have hereunder or under the law.

34. Confidentiality

The Subcontractor understands and agrees that data, materials and information disclosed to the Subcontractor may contain confidential and protected information of GRIL. The Subcontractor covenants that data, material and information gathered, based upon or disclosed to the Subcontractor for the purposes of the arrangement between the parties will not be disclosed to or discussed with third parties without the prior consent of GRIL.



35. POSH: (Prevention of Sexual Harassment)

GRIL is committed as it believes that all employees of the company have the right to be treated with dignity and the obligation in this regard extends to all employees/ staff of the Sub- Contractor working under the Sub Contract as well. Sexual harassment at the workplace is a grave offence and therefore punishable, if found guilty as per company's Policy on POSH (The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013). If any employees/ staff of the Sub Contractor is found to be guilty of sexual harassment in course of the performance of services under the Sub Contract, then *de hors* the steps to be taken by the Company in this regard as per legal requirements and company's policy, the Sub Contractor is under an obligation to take proper action under its duly formulated policy on POSH against its employees/ staff, if found guilty.

36. Severability

Nothing contained in the arrangement between the parties shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Work Order and any statute, law, ordinance, order or regulation, the latter shall prevail, but in such event, any provision of the arrangement between the parties shall be severed and limited to the extent necessary to bring it within the legal requirements.

In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable in a court of law (i) the parties agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the enforceable provision; and (ii) the validity and legality of the remaining provisions of the arrangement between the parties shall not in any way be affected or impaired thereby; and shall remain in full force and effect.

37. Access to Records

The Subcontractor, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs and compliances under the arrangement between the parties. They shall make such materials available at their respective offices at all reasonable times during the subsistence of the arrangement between the parties, and for three years from the date of final payment under arrangement between the parties, for inspection by GRIL or its authorized representatives. Copies shall be furnished at no cost to GRIL if requested.

38. Audit:

In order to assess Subcontractor's performance under and compliance with the Work Order, including but not limited to Subcontractor's compliance with respect to pricing, specifications, warranties and certifications, GRIL and/or its designated representative(s) shall have the right upon reasonable notice to Subcontractor to access and audit Subcontractor's facilities, books, records, goods and services related to the Work Order. The costs of any such audit will be paid by Subcontractor.

39. Settlement of Disputes

39.1 Engineer In-charge's Decision

If a dispute of any kind whatsoever arises between GRIL and the Sub-contractor in connection with, or arising out of, the Sub-contract or the execution of the Works, whether during the execution of the Works or after their completion including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer In-charge, the matter in dispute shall, in the first place, be referred in writing to the Engineer In-charge. The decision of the Engineer In-charge shall be final and binding on the Sub-Contractor.

The image shows two handwritten signatures in blue ink. The first signature is on the left, and the second is on the right. To the right of the second signature is a circular blue stamp. The text inside the stamp reads 'PROJECTS LIMITED' around the top edge and 'Program' in the center. There are also some small stars or decorative elements at the bottom of the stamp.

39.2 Amicable Settlement

In case the Sub-contractor does not agree with the decision of the Engineer-in-Charge, the Sub-contractor may give a notice of dispute to the other party, in which case the parties shall attempt for the next Thirty days or a mutually agreed period, to settle such dispute amicably through the authorized signatories of the parties before the commencement of arbitration. Such notice shall state that it is made pursuant to this clause. Any dispute which has not been amicably settled within Thirty days or mutually agreed period, the same shall be finally decided by reference to the Arbitration as per clause 39.3.

39.3 Settlement of disputes under Arbitration

Except where otherwise provided in the Sub-contract, all disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction, measuring, operation or effect of the Sub-contract or the breach thereof, shall thereafter be settled by arbitration as detailed in Sub Clause 39.4, after expiry of the procedures detailed in Clause 39.1 and 39.2, on notice of reference to Arbitration under this Sub-clause.

39.4 Arbitration Procedure:

Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and its subsequent amendments. If the disputed amount is less than INR. 1 Cr., the Arbitration Proceedings shall be conducted by a Sole Arbitrator be appointed by mutual consent of parties and if the disputed amount is more than INR. 1 Cr., the proceedings shall be conducted by a Panel of 3 Arbitrators. Arbitral Tribunal shall be appointed in accordance with Arbitration & Conciliation Act, 1996. Venue of Arbitration shall be New Delhi and language shall be English. Courts of New Delhi shall have exclusive Jurisdiction.

40. Governing law & Jurisdiction

This Agreement shall be governed by the laws of India and Courts of New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement

41. Increase or Decrease of Cost (Escalation)

The prices quoted by the Sub-contractor shall be firm for entire duration of the Sub-contract period. No increase/decrease in price shall be paid to Sub-contractor on any account, unless otherwise agreed in the Sub-contract.

42. Taxes and duties

The Sub-contract price quoted by the Sub-contractor shall be inclusive of all taxes & duties as applicable in the place of work including/excluding GST. These shall generally include, Income tax for Company as well as for employees, Service tax, VAT, GST, all types of Royalties, labour Cess, Environmental Cess, Octroi, Entry Tax, and any other taxes and duties levied by State Government, Central Government and any local authorities. Company shall deduct from Sub-contractor's R.A. Bill/Final Bill taxes/levies as applicable on the prevailing rates which may change from time to time.

If the amount of GST charged in Bill is not reflected on GST portal than twice the amount of GST along with interest and penalty (as applicable under GST ACT) shall be withheld in next Bill and will only be released after updating of that particular amount on GST portal. However, if the default is continuing, then GST charged in bill will be reversed and amount of GST with interest and penalty (as applicable under GST ACT) shall be recovered from the Sub-contractor



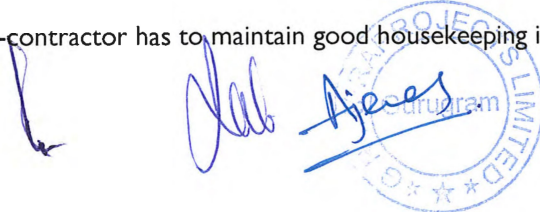
43. Step in Right to Company

In case Sub-contractor, does not commence the work, does not progress adequately, does not maintain quality of work and /or neglect, or not comply with instructions of Engineer In-Charge/Company, Company have the right to enter upon the Site and may deploy any other Sub-contractor to complete balance Works, at its sole discretion by serving 7 days (Seven days) notice to the Sub-contractor and/or take appropriate remedial measures including termination provide in clause 32 of this GCC, and recover any dues which are payable to/by the Company including but not limited to the following:

- a. Impound retention deposit and/or
- b. Hold in custody all equipment mobilized along with material by Sub-contractor for the purpose of execution of this Sub-contract without giving any compensation whatsoever and/ or
- c. Reduce the scope of work and get balance work executed by Company through other Sub-contractor at Sub-contractor's risk and cost.

44. Other Terms & Conditions:

- a. The quantity indicated in the Bill of Quantity (BOQ) is approximate and may vary to any extent i.e. increase or decrease.
- b. The rates of various item of works as per this Work Order are firm and nothing extra shall be payable to Subcontractor whatsoever on accounts of overtime / holiday work and / or any other reasons throughout the tenure of the contract. The rates shall remain firm irrespective of any variation in the quantity to any extent (plus or minus) to be executed by Subcontractor.
- c. No compensation shall be paid to Subcontractor/PRW whatsoever on the account of rain and / or any others interruption /disturbance due to force majeure condition. No idling charges are payable in case front is not available at site; Subcontractor have to plan its manpower accordingly.
- d. The Subcontractor shall obtain labour license and all other statutory licenses etc. for his portion of work.
- e. We shall have the option to allot any work or part thereof solely at GRIL's own discretion.
- f. No idle charge shall be payable under this contract. In case of abnormal idling, the same shall be brought to the notice of the Site In-charge and his consideration/decision shall be final and binding for the Sub-contractor.
- g. The Sub-contractor shall be familiar with the local rules, regulations and take note of Government rules in connection to the execution of his portion of work under this contract.
- h. GRIL reserves the right to cancel, amend or modify the work in the part or full upon being dissatisfied regarding the quality, progress and performance of the work executed by Subcontractor and behavior of his supervisory staff / workmen without assigning any reasons and without giving any notice whatsoever. GRIL's decision on such matters will be final and binding on Subcontractor.
- i. Subcontractor shall not assign, subcontract, sublet, part with or otherwise allow third party performance of any part of its scope of work without the prior consent in writing by GRIL.
- j. No compensation shall, however, be paid to the Subcontractor whatsoever in the event the Sub-contract is cancelled /suspended at any time.
- k. The Sub-contractor has to maintain good housekeeping in the work area.



- l. Subcontractor shall abide by all the decision of GRIL's Engineer In-charge at the site and /or the authorized representative to be nominated by him for the execution of the work.
- m. The number of workmen of skilled, semiskilled and unskilled category to be deployed by the Sub-contractor from time to time in connection with execution of work shall be solely decided by GRIL's Engineer In-charge or authorized representative to be nominated by him from time to time and his decision in this regard shall be final and binding on the Subcontractor.
- n. Only selected workmen of skilled and semiskilled categories having proven track record of working at first place ensuring good quality shall be mobilized to work site. This is absolutely essential for ensuring good quality and timely completion of the project where time is the essence of the Sub-contract.
- o. Subcontractor shall abide by all relevant labour laws/rules of the State / Central /Local Government and relevant provisions of the Sub-contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Payment of bonus Act, workmen Compensation Act etc. of the state as per the terms of settlement likely to come into force within the Project Site or such Act (s)/ settlement may be enforced by the State / Central Government and Local Authority from time to time.
- p. Payment of wages to all the Sub Contractor's laborers shall be made by the Subcontractor in every month to GRIL's entire satisfaction not later than 7th of the next month. Payment to be made to Sub Contractor's laborers shall have to be got witnessed from authorized representative to be nominated by us and endorsement to this effect shall be obtained in the wages(s) sheets(s).
- q. A copy (ies) of wage(s) sheet(s) (after making payment) duly certified by the Subcontractor shall have to be submitted to GRIL. Wages-cum-Master Roll Register shall have to be produced to GRIL and the competent labour authority whenever required by them. No fresh payment shall be made to you unless copy (ies) of the wage(s) sheet(s) in support of payment to Sub Contractor's laborers for the preceding period is / are submitted to us.
- r. Payment to Subcontractor laborers shall in no case be tagged or co-related with the receipt of payment against Sub Contractor's monthly bill(s) from GRIL.
- s. In case Subcontractor and / or his workmen leave the site without notice and confirmation and without completing the work assigned to them for a continues period of days, GRIL shall be at liberty to get the work done from any other Sub-contractors at his risk, cost and responsibility. The amount so incurred by GRIL shall be recovered from the outstanding bills of the Subcontractor and cash retention/or from Subcontractor plant / equipment's available at site.
- t. All liabilities under the Law for the time being in force in respect of any labour employed by the Subcontractor and any expenditure incurred by GRIL on that account shall be payable by the Subcontractor and GRIL shall have a lien for such amount on the Retention Amount and Sub Contractor's assets. Sub-contractor shall at all times indemnify GRIL against all claims of compensation in respect of any workmen employed by the Subcontractor.
- u. Subcontractor shall take all suitable steps for security and safety of Sub Contractor's workmen as well as GRIL property and /or GRIL's client's property.



The image shows a handwritten signature in blue ink over a blue circular stamp. The stamp contains the text "GRIL PROJECTS LIMITED" around the perimeter and "GRIL" in the center. There are also some smaller, less legible markings within the stamp.